NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
February 23, 2021
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 4 – 21)

4. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	NonDept/Contingencies	$9,269.96
TO	0100-0426-001107	CCL#1/TempSeasonal	$8,611.20
TO	0100-0426-002010	CCL#1/FICA	$658.76

5. Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100.0541.004541	Vehicle Maintenance and Repair	1500
To	0100.0541.003011	Software Maintenance	1500

6. Discuss, consider and take appropriate action on a budget line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	10,000.00
To	0100.0576.004543	Repairs to Equipment	2,000.00
To	0100.0576.005003	Equipment > $5,000.00	8,000.00

7. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including three (3) Chevy Tahoes, one (1) Dodge Charger, one (1) Ford Taurus and one (1) Ford Explorer, pursuant to Tx. Local Gov't Code 263.152.

8. Discuss, consider and take appropriate action on approving the Interlocal Agreement with Milam County and Williamson County for the sale of surplus equipment to include: One (1) Motor Grader and One (1) Pneumatic Roller in accordance with Tx. Local Gov't Code 263.152 (a)(1).

9. Discuss, consider, and take appropriate action on approving property tax collections for the month of January 2021 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 02/09/2021 for the Williamson County Tax Assessor/Collector.

11. Discuss, consider and take appropriate action regarding the 2020 racial profiling report from the Williamson County Sheriff Office.

12. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

13. Discuss, consider and take appropriate action on appointing Dr. Christine Mann to the Williamson County Child Welfare Board.

14. Discuss, consider and take appropriate action on approving the agreement between Del Carmen Consulting, LLC and Williamson County for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the amount of $4,850, and authorizing execution of the agreement.

15. Discuss, consider and take appropriate action on authorizing the Interim Amendment due to the Coronavirus with Aramark Correctional Services, LLC operating under Contract #1605-081 for Food Services for Williamson County Jail, for the term of January 26, 2021, through the remainder of the contract term July 31, 2021.

16. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Juvenile Justice Center RTU Replacement Project (P533) for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

17. Discuss, consider, and take appropriate action on approving Quote #LG20-430258 616 /C between TechCenter Design, INC and Williamson County for Inner Loop 616 Furniture Install in the amount of $69,286.24 pursuant to Sourcewell Contract #OT53838BZ1 #121919-KII and authorizing execution of the Service Agreement. Funding Source P434.

18. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between HNTB Corporation and Williamson County dated December 17, 2019 for Annual Fiscal Year Work Authorization. The funding source is Road Bonds.

19. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Corrugated Metal Piping under IFB #T3171.

20. Discuss, consider, and take appropriate action on accepting the corrected spreadsheet for DIJ Construction, INC for IFB #T2526, awarded on the 12.22.2020 agenda (Agenda Item #50).

21. Discuss, consider and take appropriate action on approval of the preliminary plat for the Northgate Ranch Phase 2, Sections 1-5 subdivision – Precinct 2.

REGULAR AGENDA

22. Discuss, consider and take appropriate action on acknowledging the receipt of the Certificate of Achievement in Financial Reporting for Fiscal Year 2019 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2019 from the Government Finance Officers Association.

23. Discuss, consider and take appropriate action on an Order Extending a Declaration of Local State of Disaster for Williamson County, Texas in relation to the severe winter weather event occurring in February 2021; with such extension continuing until otherwise terminated by Order of the Williamson County Commissioners Court.

24. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Williamson County Disaster Relief.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0409-004987	Non Deptmntl/Disaster Relief	$200,000

25. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Radio Communication System Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507-0507-004510	RCS/Facility Maint & Repair	$14,000

26. Discuss, consider and take appropriate action on amending the "Bad Weather" policy (currently in the Employee Policy Manual).

27. Discuss, consider and take appropriate action on the Catastrophic Pay policy in relation to the Winter Weather Event of February 2021.

28. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.

29. Discuss, consider and take appropriate action on matters relating to Coronavirus (COVID-19) vaccinations in Williamson County, to include, but not be limited to hearing an update on administration of vaccines in Williamson County, coordination and programming of vaccination sites, locations and/or clinics, amending vaccination administration agreements with vaccination service providers Curative Medical Associates PA and Family Emergency Room, LLC and communication and outreach efforts regarding vaccinations.

30. Discuss, consider and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemptions as set forth under Texas Local Government Code §§ 262.024.(4), 262.024.(7)(A) and 262.024.(7)(D), for the one-time purchase of vehicle decals in the amount of $6,925.00.

31. Discuss, consider and take appropriate action on approving the renewal of BLS affiliation agreement between Williamson County EMS and Austin Community College.

32. Discuss, consider and take appropriate action regarding the engagement of the law firm of Germer PLLC to represent Williamson County in relation to Civil Action No. 1:21-cv-00074; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

33. Discuss, consider and take appropriate action on approving the purchase of four (4) Chevrolet Tahoes in the amount of $216,000.00 from Holiday Chevrolet per the Tarrant County Cooperative Contract #2019-181 to support the operations of the Precinct 1 Constable's Office.

34. Discuss consider and take appropriate action on approving the services agreement between Williamson County and Falkenberg Construction Co., Inc. to provide renovations to Williamson County Regional Park and Champion Park restrooms in the not-to-exceed amount of $146,272.27 per the terms of BuyBoard Contract #558-18 and authorizing the execution of this agreement.

35. Discuss, consider and take appropriate action on approving the salary study results from Cycle 3B as presented by Human Resources and the timeline for funding the changes.

36. 10:00 Conduct a public hearing relating to a request to move part-time salary dollars, hours, and related fringe funding within Department 510 - Parks between PCN's #9948 and #9947 and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

37. Discuss, consider and take appropriate action on transferring $4,456.95 from PCN #9948 to #9947 within the Parks Department 510 budget.

38. 10:00 am Conduct a public hearing relating to a request to move salary surplus dollars in District Clerk Dept. #450 to PCN 0743 and PCN 1800 and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

39. Discuss, consider and take appropriate action to move funding within the District Clerk's previously approved full time salary budget.

40. Receive updates on the Department of Infrastructure projects and issues.

41. Receive the February 2021 Construction Summary Report and PowerPoint Presentation.

42. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $194,528.81 for North Mays Extension (Capital Excavation), a Road Bond project in Commissioner Pct. 1. P: 224 Funding Source: Road Bond

43. Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Bagdad Road North contract between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program. Project: P343. Fund Source: Road Bonds.

44. Discuss, consider and take appropriate action on a Memorandum of Understanding with River Oaks Land Partners II, LLC.

45. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.385 acres) required for the construction of SH 29 @ DB Wood, and take appropriate action. (First Baptist Church)

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

46. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.

p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
v) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Potential governmental uses for 8th Street downtown parking lot
c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
d) Discuss property usage at Longhorn Junction
e) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
f) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

47. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion
h) Project Arcos
i) Project Woods
j) Project Co-Op
k) Project Liberty
l) Project Long Haul
m) Project Bon Jovi
n) Project Crystal
o) Project Link
p) Project Winston

48. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
h) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
i) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
j) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
k) Claim of Regina Wright.
l) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
m) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
n) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
o) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
p) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
q) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
r) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
s) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
t) Claim of the Estate of Okey Floyd Jones, Sr.
u) Claim, of Ramsey Mitchell.
v) Legal matters pertaining to TENEX Software Solutions, Inc.
w) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
x) Shamona Harris - EEOC Charge #451-2021-00812.

y) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
z) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.

49. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

50. Discuss and take appropriate action concerning economic development.

51. Discuss and take appropriate action concerning real estate.

52. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
h) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
i) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
j) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
k) Claim of Regina Wright.
l) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
m) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United

States District Court for the Western District of Texas, Austin Division.
n) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
o) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
p) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
q) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
r) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
s) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
t) Claim of the Estate of Okey Floyd Jones, Sr.
u) Claim, of Ramsey Mitchell.
v) Legal matters pertaining to TENEX Software Solutions, Inc.
w) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
x) Shamona Harris - EEOC Charge #451-2021-00812.
y) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
z) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.

53. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

54. Comments from Commissioners.

_____
Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 19th day of February 2021 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 02/23/2021

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Background

The County Court at Law #1 Office Specialist put in her resignation and will be leaving on February 22, 2021. Subsequently, the Court Coordinator in the same department put in her resignation and her last day will be February 25th, 2021. These temp dollars will allow the CCL#1 to hire someone immediately who can fill in while back filling the above full-time positions. The request is for 8 weeks (320 hours). The rate of pay is $26.91 per hour per Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	NonDept/Contingencies	$9,269.96
TO	0100-0426-001107	CCL#1/TempSeasonal	$8,611.20
TO	0100-0426-002010	CCL#1/FICA	$658.76

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/10/2021 04:07 PM
Form Started By: Ashlie Koenig		Started On: 02/09/2021 11:47 AM
Final Approval Date: 02/10/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 02/23/2021

Line item transfer for Emergency Management

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Background

This transfer is necessary for software payment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004541	Vehicle Maintenance and Repair	1500
To	0100.0541.003011	Software Maintenance	1500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/10/2021 04:08 PM
Budget Office	Ashlie Koenig	02/10/2021 07:01 PM
Form Started By: Michael Shoe		Started On: 02/09/2021 01:31 PM
Final Approval Date: 02/10/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 02/23/2021

Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a budget line item transfer for Juvenile Services.

Background

Juvenile Services is requesting a $10,000.00 BLI transfer from Residential Services with $2,000.00 going to Repairs to Equipment and $8,000.00 going to the Miscellaneous in order to purchase a new industrial washing machine.

Over the first few months of this fiscal year, we have incurred expenses for labor and materials to fix our existing washing machine in our CORE unit. These costs have depleted our Repairs to Equipment line earlier than expected and replacing the washer with a new until will be a more efficient use of funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	10,000.00
To	0100.0576.004543	Repairs to Equipment	2,000.00
To	0100.0576.005003	Equipment > $5,000.00	8,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 12:02 PM
Budget Office	Ashlie Koenig	02/11/2021 12:11 PM
Form Started By: Denise Carlson		Started On: 02/11/2021 09:42 AM
Final Approval Date: 02/11/2021		

Commissioners Court - Regular Session **7.**

Meeting Date: 02/23/2021

V/E Assets for Auction 2.16.21

Submitted For: Randy Barker **Submitted By:** Randy Barker, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including three (3) Chevy Tahoes, one (1) Dodge Charger, one (1) Ford Taurus and one (1) Ford Explorer, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 2.16.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/11/2021 08:32 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 09:10 AM
Form Started By: Randy Barker		Started On: 02/09/2021 03:34 PM
Final Approval Date: 02/11/2021		

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC0FR625349
Equipment/Door Number	SB1512
License Plate	1218167
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	118,448 mi. and needs engine repair
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 2/8/2021 9:54 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/8/2021 3:06 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/8/2021 3:16 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/9/2021 8:08 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/9/2021 9:10 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E07ER210629
Equipment/Door Number	SB1414
License Plate	1175613
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	117,5613 mi. with rear bumper damage
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 2/8/2021 10:01 AM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/8/2021 3:09 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/8/2021 3:20 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/9/2021 8:10 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/9/2021 9:15 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E03ER213611
Equipment/Door Number	SB1418
License Plate	1175624
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	104,658 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 12/30/2020 9:39 AM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/9/2021 8:23 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/9/2021 8:53 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/9/2021 9:22 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/9/2021 10:54 AM

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	560 - Sheriffs Office
County VIN/Serial Number	2B3KA43V89H578443
Equipment/Door Number	SA0934
License Plate	GTV4079
Year	2009
Make	Dodge
Model	Charger
Comments (mileage, mechanical issues, other info)	needs engine repair, 122,727 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 2/4/2021 1:47 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Timing belt broke causing damage to valves in cylinder head.
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/5/2021 7:36 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	NA
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/7/2021 4:21 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/8/2021 8:19 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/8/2021 9:36 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1FAHP2M80DG105800
Equipment/Door Number	SA1304
License Plate	1143923
Year	2013
Make	FORD
Model	PI Taurus
Comments (mileage, mechanical issues, other info)	101,059 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 2/4/2021 1:49 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/5/2021 7:55 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/7/2021 4:26 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/8/2021 8:23 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/8/2021 9:32 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	553 - Constable Pct 3
County VIN/Serial Number	1FM5K8AR8DGA18346
Equipment/Door Number	3B1307
License Plate	BBD2400
Year	2013
Make	FORD
Model	EXPLORER
Comments (mileage, mechanical issues, other info)	Vehicle was brought out of retirement to be utilized as a temporary spare. The vehicle needs significant mechanical work to remain operational. Since vehicle is scheduled to go out of service it is not economically feasible to make the necessary repairs.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Patrick Hurley 1/27/2021 11:35 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/3/2021 12:33 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/3/2021 12:43 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/8/2021 11:23 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/8/2021 11:27 AM

Commissioners Court - Regular Session **8.**

Meeting Date: 02/23/2021

ILA with Milam County for sale of surplus equipment

Submitted For: Randy Barker **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Interlocal Agreement with Milam County and Williamson County for the sale of surplus equipment to include: One (1) Motor Grader and One (1) Pneumatic Roller in accordance with Tx. Local Gov't Code 263.152 (a)(1).

Background

Williamson County is willing to provide the following surplus equipment to Milam County at a fair rate not to exceed $73,163.67 (total).

* 2005 Caterpillar 120H Motor Grader (CAT0120HPCAF00495
* 2008 Caterpillar PSI 50C Pneumatic Roller (CATPSI50AFPS00728)

Sale condition of equipment is "AS IS" with no warranties of any kind. Fair Market Valuation (attached) was performed by Kevin Teller, Director of Fleet Services. All equipment had previously been approved by Commissioners Court for Auction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA Milam County

Market Value Comparison

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/11/2021 10:26 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 11:52 AM
Form Started By: Mary Watson		Started On: 02/08/2021 04:21 PM
Final Approval Date: 02/11/2021		

INTERLOCAL COOPERATION AGREEMENT BETWEEN MILAM COUNTY, TEXAS AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS VEHICLES OR EQUIPMENT

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Milam County, Texas** (hereinafter "Milam"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph 3 below.

2. Sale of Surplus Equipment

The County agrees to sell vehicles or equipment items as follows: 1) 2005 Caterpillar 120H Motor Grader (CAT0120HPCAF00495; and 2) 2008 Caterpillar PS150C Pneumatic Roller (CATPS150AFPS00728) (hereinafter "the vehicles") **AS IS** with no warranties of any kind to Milam for the sum of **$73,163.67** made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Milam receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Milam receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

It is understood and agreed that Milam shall be responsible for pick up and transportation costs to receive the vehicles and that payment must be made in advance or upon delivery. Titles and goods will not be released until payment has been confirmed. It is also understood that risk of loss passes to Milam upon pick up of the vehicles.

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, Milam will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626
Phone: (512) 943-1500

If to City of Milam:
Name: Hon. Steve Young, Milam County Judge
Address: 102 S. Fannin Ave.
Cameron, Texas 76520
Phone: (254) 697-7000

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall

be binding on the Parties unless made in writing and duly executed by each of the Parties.

5.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.4. The Parties mutually agree to act in good faith in the performance of this agreement.

5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

5.6. This agreement may not be assigned.

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: _____ **Date:** _____

County Judge

MILAM COUNTY

By: _____ **Date:** 2-8-2021

County Judge

Steve Young

Sale Price	UNIT #	YEAR	MAKE	MODEL	SERIAL NUMBER	HOURS/MILES
$ 22,500.00	UG0401	2004	CAT	PS150B PNEUMATIC ROLLER	CATPS150E3XR00782	3331 hrs
$ 27,100.00	UG0820	2008	CAT	PS150C PNEUMATIC ROLLER	CATPS150AFPS00728	3436 hrs
$ 46,063.67	UMG0508	2005	CAT	120H MOTORGRADER	CAT0120HPCAF00495	7478 hrs

$ 73,163.67 For Henry Hubnik Pct 1

Commissioners Court - Regular Session **9.**

Meeting Date: 02/23/2021

Property Tax Collections – January 2021

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of January 2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

010121-013121 GWI-RFM

010121-013121 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 12:02 PM
Form Started By: Renee Clark		Started On: 02/11/2021 10:33 AM
Final Approval Date: 02/11/2021		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
January 1-31, 2021

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	$308,158,968.52	($147,286.94)	$308,011,681.58	$103,382,533.55	$0.00	($11.16)	$11,688,313.19	$296,323,368.39	96.21%	96.21%	96.44%
2019 & Prior	$2,639,554.36	($106,557.58)	$2,532,996.78	$46,638.34	$18,986.47	$1,991.44	$2,197,637.51	$335,359.27	13.24%	17.03%	
Rollbacks	$205,016.50	$171,243.37	$376,259.87	$91,770.64	$0.00	$0.00	$86,425.60	$289,834.27	77.03%	77.03%	
Total All	$311,003,539.38	($82,601.15)	$310,920,938.23	$103,520,942.53	$18,986.47	$1,980.28	$13,972,376.30	$296,948,561.93	95.51%	95.54%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	$29,324,429.26	($10,407.91)	$29,314,021.35	$9,853,529.60	$0.00	$1.53	$1,105,600.44	$28,208,420.91	96.23%	96.23%	96.46%
2019 & Prior	$236,694.34	($9,029.41)	$227,664.93	$4,837.76	$1,805.10	$190.90	$194,737.06	$32,927.87	14.46%	18.45%	
Rollbacks	$19,357.23	$16,173.22	$35,530.45	$8,698.22	$0.00	$0.00	$8,192.03	$27,338.42	76.94%	76.94%	
Total All	$29,580,480.83	($3,264.10)	$29,577,216.73	$9,867,065.58	$1,805.10	$192.43	$1,308,529.53	$28,268,687.20	95.58%	95.61%	

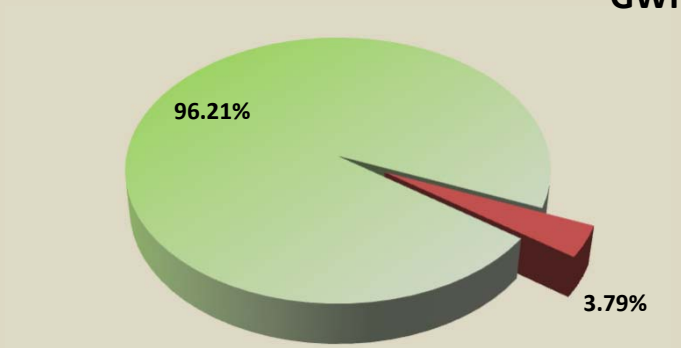
2020 COMBINED MONTHLY BREAKDOWN

Oct-20	$340,584,020.21	$48,576.33	$340,632,596.54	$13,001,526.10	$34,211.86	$4,307.92	$327,626,762.52	$13,005,834.02
Nov-20	$340,632,596.54	($59,194.11)	$340,573,402.43	$20,672,503.84	$23,708.08	$4,391.67	$306,890,672.90	$33,682,729.53
Dec-20	$340,573,402.43	($2,584.05)	$340,570,818.38	$178,144,338.83	$26,270.02	($0.05)	$128,743,750.07	$211,827,068.31
Jan-21	$340,570,818.38	($72,663.42)	$340,498,154.96	$113,388,008.11	$20,791.57	$2,172.71	$15,280,905.83	$325,217,249.13

Year to Date Collection Report
January 1-31, 2021

YTD Collected YTD Uncollected

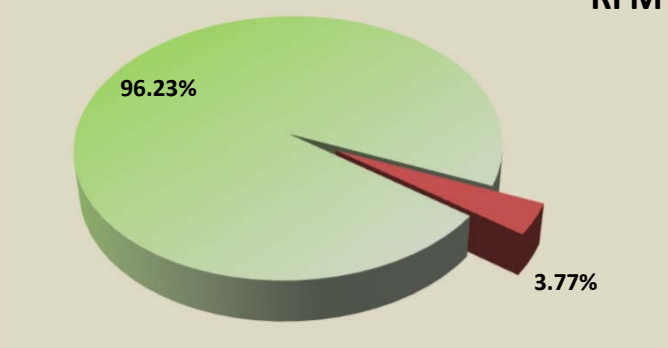
GWI



Year to Date Collection Report
January 1-31, 2021

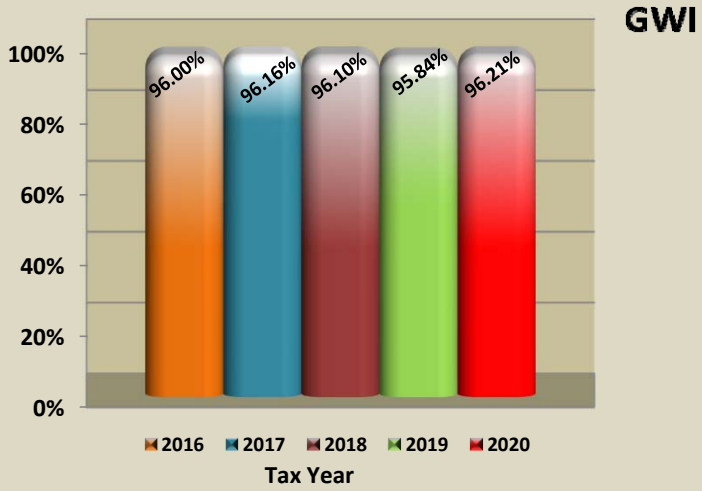
YTD Collected YTD Uncollected

RFM



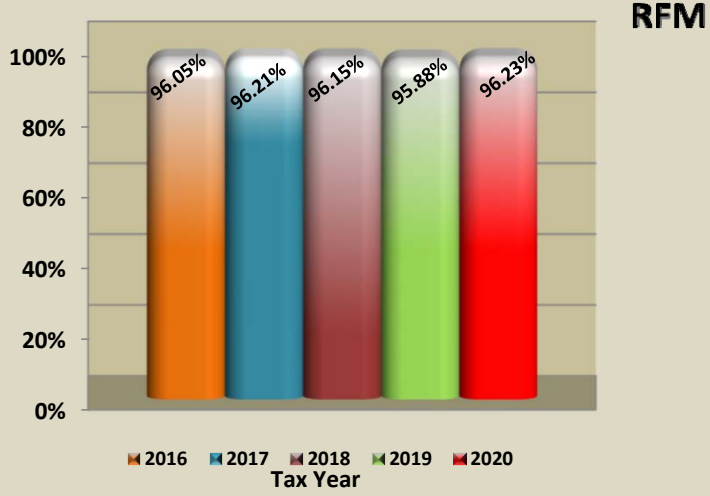
Percent of Roll Collected Comparison
2016-2020

GWI



Percent of Roll Collected Comparison
2016-2020

RFM



Commissioners Court - Regular Session **10.**

Meeting Date: 02/23/2021

Property Tax Refunds – Over 2500 – Thru 02/09/2021

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 02/09/2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

012821-020921 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 12:02 PM
Form Started By: Renee Clark		Started On: 02/11/2021 10:36 AM
Final Approval Date: 02/11/2021		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: February 9, 2021

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of February 9, 2021

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	02/09/2021	78146	UROLOGY AUSTIN	P472642 - Double payment	-2,798.39
Total Refunds Payable - Taxpayers					-2,798.39
TOTAL					**-2,798.39**

Commissioners Court - Regular Session **11.**

Meeting Date: 02/23/2021

Annual Racial Profiling Report

Submitted For: Mike Gleason **Submitted By:** Rebecca Rodriguez, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the 2020 racial profiling report from the Williamson County Sheriff Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

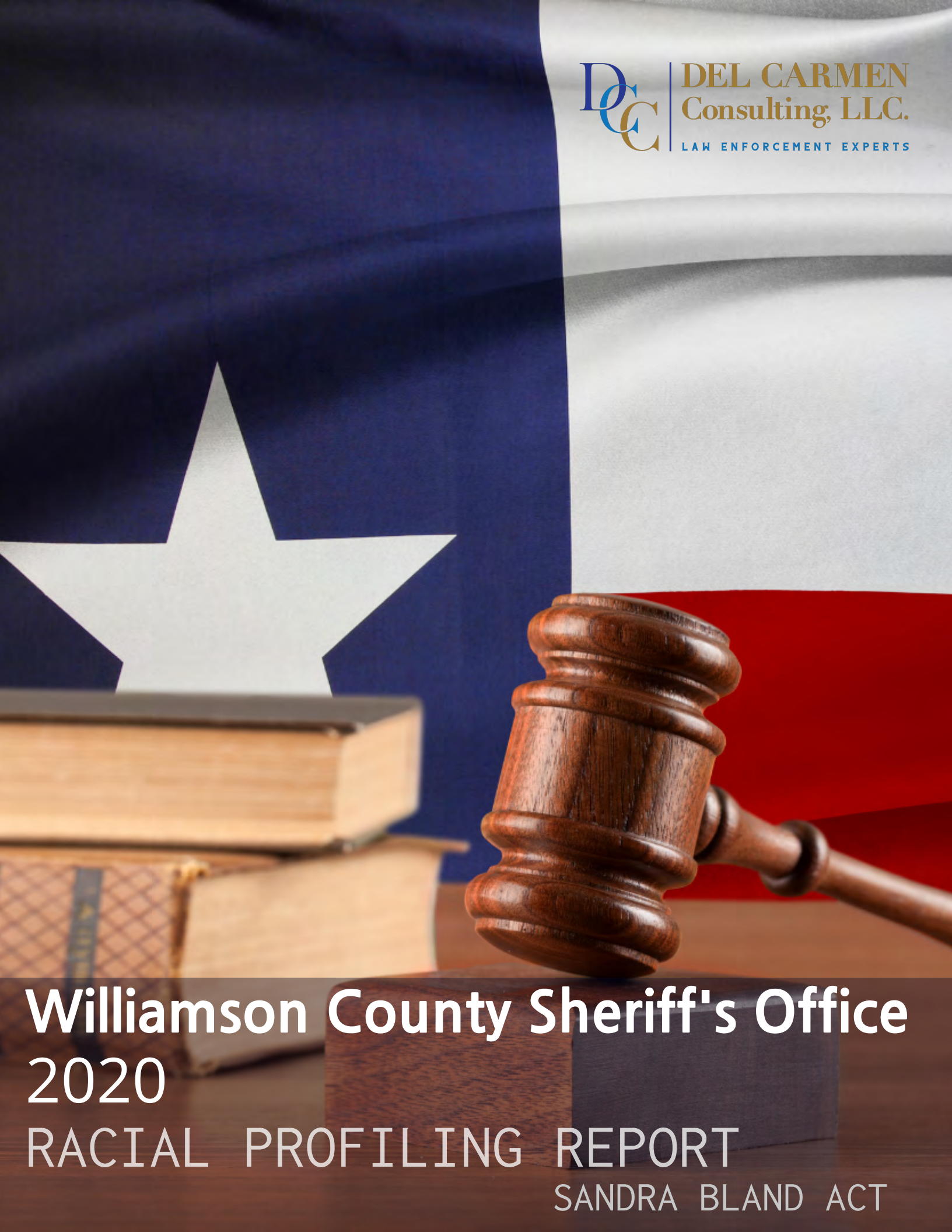
Annual Racial Profiling RPT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/18/2021 02:58 PM

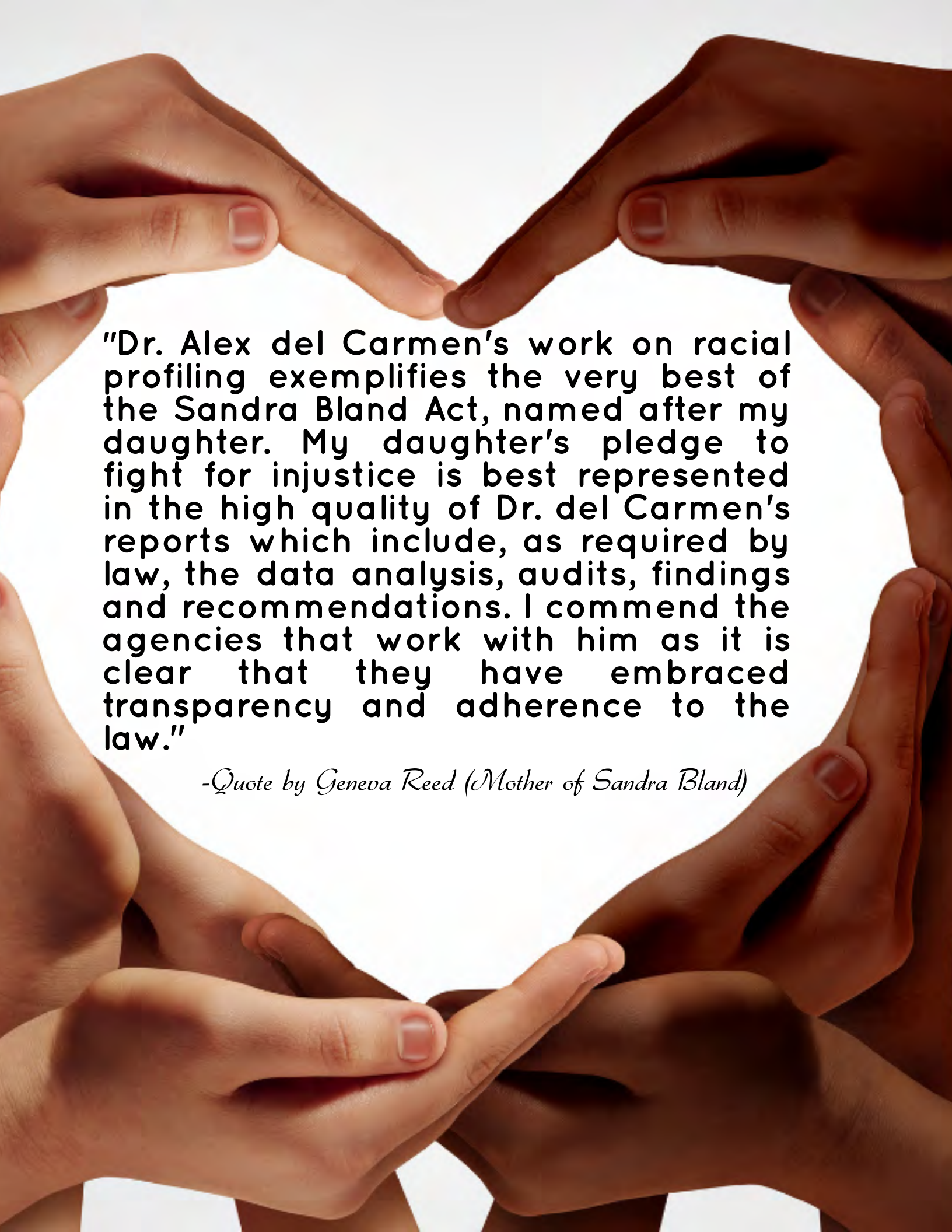
Form Started By: Rebecca Rodriguez Started On: 02/17/2021 05:13 PM

Final Approval Date: 02/18/2021



DEL CARMEN Consulting, LLC.
LAW ENFORCEMENT EXPERTS

Williamson County Sheriff's Office
2020
RACIAL PROFILING REPORT
SANDRA BLAND ACT



"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)



February 10, 2021
Williamson County Commissioners Court
710 Main Street
Georgetown, Texas 78626



Dear Distinguished Members of the Commissioners Court,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the Williamson County Sheriff's Office, in accordance with the law, has collected and reported motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices.In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Williamson County Sheriff's Office and are included in this report.

This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Williamson County Sheriff's Office has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. Further, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling as well as the Sandra Bland Act.Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCOLE (Texas Commission on Law Enforcement) is included. In addition, you will find, in sections 2 and 3 documentation which demonstrates compliance by the Williamson County Sheriff's Office relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report includes statistical data relevant to contacts, made during the course of motor vehicle stops and in accordance with the law, between 1/1/20 and 12/31/20. In addition, this section contains the TCOLE Tier 2 form, which is required to be submitted to this particular organization by March 1st of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau’s Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the Williamson County Sheriff's Office’s commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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Responding to the Law



Public Education on Filing Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Williamson County Sheriff's Office

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Williamson County Sheriff's Office launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The Sheriff's Office made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Williamson County Sheriff's deputy. In addition, each time an deputy issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Williamson County Sheriff's deputys have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn deputies of the Williamson County Sheriff's Office have completed the TCOLE basic training on racial profiling. The main outline used to train the deputies of Richardson has been included in this report.

It is important to recognize that the Chief of the Williamson County Sheriff's Office has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Wiliamson County Sheriff's Office fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling

Course Number 3256

Texas Commission on Law Enforcement

September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement deputy

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at http://www.tcleose.state.tx.us.



Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon deputies and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05
Racial profiling prohibited CCP 2.131
Law enforcement policy on racial profiling CCP 2.132
Reports required for traffic and pedestrian stops CCP 2.133
Liability CCP 2.136
Racial profiling education for police chiefs Education Code 96.641
Training program Occupations Code 1701.253
Training required for intermediate certificate Occupations Code 1701.402
Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify deputy

E. Copy of complaint-related video evidence to deputy in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. deputy non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs

2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074



1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.



A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the deputy's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.

D. Inappropriate traffic stops generate suspicion and antagonism towards deputies and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.



3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers

2. The driver and passengers are questioned about things that do not relate to the traffic violation

3. The driver and passengers are ordered out of the vehicle

4. The deputies visually check all observable parts of the vehicle

5. The deputies proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside

6. The driver is asked to consent to a vehicle search – if the driver refuses, the deputies use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm

Report on Compliments and Racial Profiling Complaints



Report on Complaints

The following table contains data regarding deputies that have been the subject of a complaint, during the time period of 1/1/20-12/31/20 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Williamson County Sheriff's Office has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/20-12/31/20.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

Tables Illustrating Motor Vehicle-Related Contacts



Tier 2 Data





Total stops: 30,353

1. Gender

1.1 Female: **10,676**

1.2 Male: **19,677**

2. Race or ethnicity

2.1 Black: **3,753**

2.2 Asian/Pacific Islander: **1,243**

2.3 White: **18,447**

2.4 Hispanic/Latino: **6.692**

2.5 Alaska Native/American Indian: **218**

3. Was race or ethnicity known prior to stop?

3.1 Yes: **438**

3.2 No: **29,915**

4. Reason for stop?

4.1 Violation of law: **703**

4.2 Pre-existing knowledge: **407**

4.3 Moving traffic violation: **20,962**

4.4 Vehicle traffic violation: **8,281**



5. Street address or approximate location of the stop

5.1 City street: **13,782**

5.2 US highway: **3,842**

5.3 County road: **6,077**

5.4 State Highway: **6,269**

5.5 Private Property: **0**

6. Was a search conducted?

6.1 Yes: **1,289**

6.2 No: **29,064**

7. Reason for Search?

7.1 Consent: **445**

7.2 Contraband in plain view: **52**

7.3 Probable cause: **591**

7.4 Inventory: **154**

7.5 Incident to arrest: **47**

8. Was Contraband discovered?

8.1 Yes: **510**

8.2 No: **779**

9. Description of contraband

9.1 Drugs: **377**

9.2 Currency: **9**

9.3 Weapons: **12**

9.4 Alcohol: **62**

9.5 Stolen property: **5**

9.6 Other: **45**

10. Result of the stop

10.1 Verbal warning: **15,596**

10.2 Written warning: **7,726**

10.3 Citation: **6,687**

10.4 Written Warning and Arrest: **17**

10.5 Citation and Arrest: **29**

10.6 Arrest: **298**

11. Arrest based on

11.1 Violation of Penal Code: **213**

11.2 Violation of Traffic Law: **29**

11.3 Violation of City Ordinance: **0**

11.4 Outstanding Warrant: **91**

12. Was physical force resulting in bodily injury used during stop?

12.1 Yes: **31**

12.2 No: **30,322**



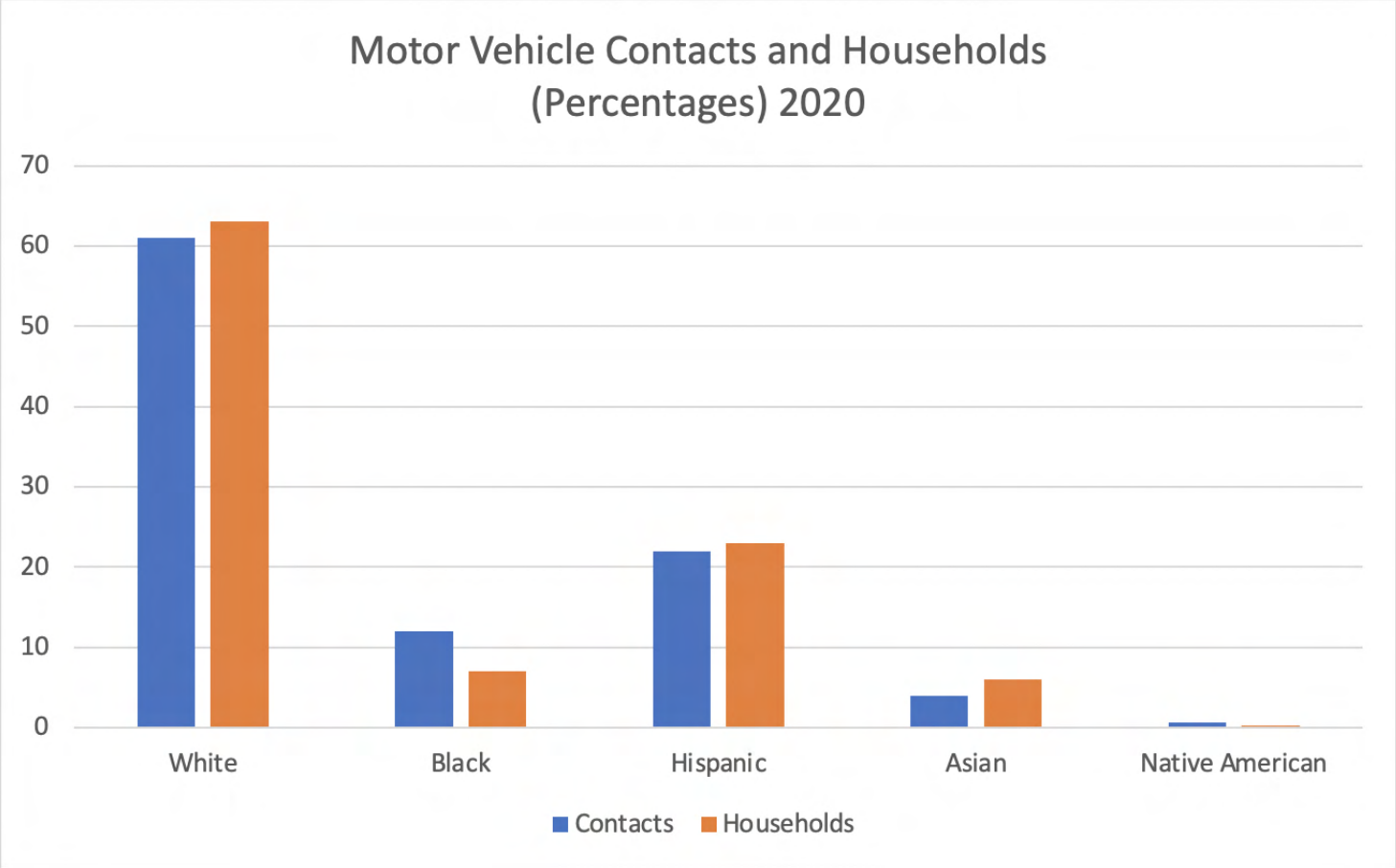
Table 1. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access (in percentages). (1-1-2020 to 12-31-2020).

Race/Ethnicity*	Contacts (in percentages)	Households With Vehicle Access (in percentages)
White	61	63
Black	12	7
Hispanic or Latino	22	23
Asian or Pacific Islander	4	6
Alaska Native or American Indian	.7	.3
TOTAL	100	100

*Includes stops for alleged violation of a law or ordinance, tickets/citations, and verbal and written warnings
“N”represents“number”of all motor vehicle-related contacts




Motor Vehicle Contacts and Households
(Percentages) 2020
70
60
50
40
30
20
10
0
White
Black
Hispanic
Asian
Native American
Contacts
Households

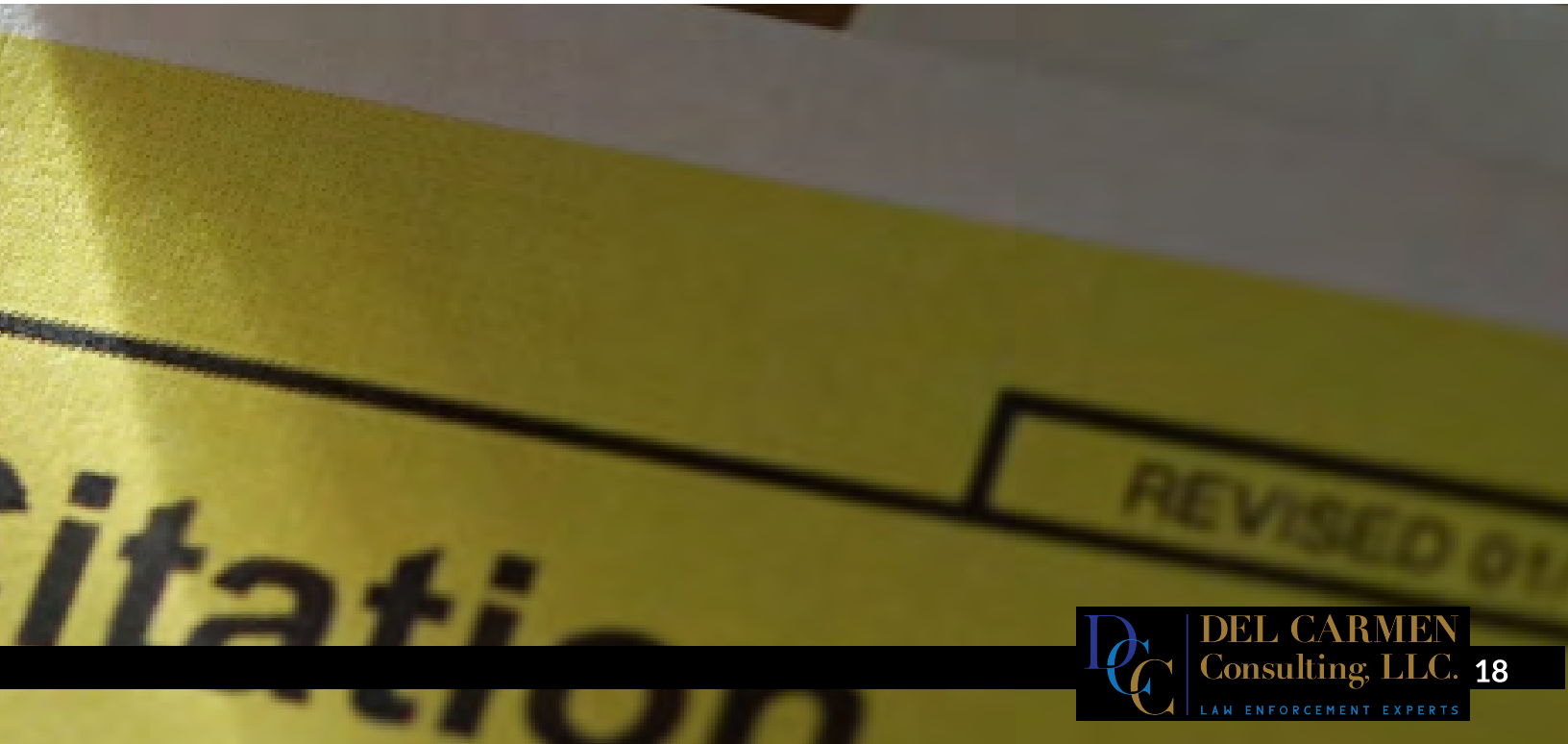


Table 2. Total Number of Instances where deputies Knew/Did not Know Race/Ethnicity of Individuals Before Being Detained (1-1-2020 to 12-31-2020)

Total Number of Instances deputies KNEW Race and Ethnicity of Individuals Before Being Detained	Total Number of Instances deputies DID NOT KNOW Race and Ethnicity of Individuals Before Being Detained
438	29,915

Table 3 Instances where Peace deputies Used Physical Force that Resulted in Bodily Injury (1-1-2020 to 12-31-2020).

Instances Where Peace deputies Used Physical Force that Resulted in Bodily Injury	Location of Stop	Reason for Stop
February 4, 2020	13714 N. F.M. 620 Rd.	Vehicle Traffic Violation
April 21, 2020	100 W. Lake Drive	Moving Traffic Violation
August 20, 2020	13861 N. U.S. 183	Vehicle Traffic Violation
September 20, 2020	200 W. University Ave.	Moving Traffic Violation

Table 4 Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1-1-2020 to 12-31-2020.

Data Audits on Racial Profiling Data (1-1-2020 to 12-31-2020).

Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	02/08/21	Data reviewed is valid and reliable.
3		

Additional Comments:

Analysis and Interpretation of Data





Analysis and Interpretation of Data

In 2001, the Texas legislature passed Senate Bill 1074 which became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all Sheriff's Offices in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. In 2009, the racial profiling law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, the modification to the law further requires that all police deputies indicate whether or not they knew the race or ethnicity of individuals before detaining them.Further, it was required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and disclosing this information is to determine if police deputies in a particular municipality are engaging in the practice of racially profiling minority motorists.

The Texas Racial Profiling Law also requires Sheriff's Offices to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for Sheriff's Offices to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police deputies are engaging in racial profiling, from a review and analysis of aggregate/institutional data.In other words, it is challenging for a reputable researcher to identify specific “individual” racist behavior from aggregate-level “institutional” data on traffic or motor vehicle-related contacts.

As referenced earlier, in 2009, the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These changes included, but are were not limited to, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it required police deputies to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law required adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts, became law and took effect on

January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;

b. Examine the disposition of motor vehicle stops made by deputies employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;

c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.

2. *Information related to each complaint filed with the agency alleging that a peace deputy employed by the agency has engaged in racial profiling*.

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Williamson County Sheriff's Office commissioned the analysis of its 2020 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2020 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the "other" category, as optional categories), that came in contact with the police in the course of a motor vehicle related contact, and were either issued a ticket, citation, warning were issued or an arrest was made. Also, included in this data were instances where a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest and use of physical force resulting in bodily injury.

It should be noted that the additional data analysis performed was based on a comparison of the 2020 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, one should consider that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Williamson County Sheriff's Office opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2010) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households. It is anticipated that next year, when the 2020 Census findings are available, this information will be updated, accordingly.

There is no question that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Williamson County Sheriff's Office in 2020 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

Since 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all Sheriff's Offices should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the Williamson County Sheriff's Office accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to Williamson County.

Tier 2 (2020) Motor Vehicle-Related Contact Analysis

When analyzing the enhanced Tier 2 data collected in 2020, it was evident that most motor vehicle-related contacts were made with males and most of the contacts were made with White drivers. This was followed by Hispanic and Black drivers. In most instances, deputies report not knowing the race or ethnicity prior to the stop. Further, they cite as the primary reason for the stop to have been a “moving traffic violation”. This was followed by “vehicle traffic violation”.

In 2020, most of the contacts made took place in city streets. The Williamson County Sheriff’s Office cites that most contacts did not result in a search. Of those searches made, most were based on probable cause. The second most significant reason for a search was “consent”.In addition, in most of the searches contraband was not found.Of these, in most instances, drugs were cited as the most frequent contraband found.

The data also shows that the majority of stops resulted in a verbal warning. This was followed by “written warning”. When an arrest was made, the most frequent reason provided was a violation of the penal code. Also, 31 of the contacts resulted in the use of physical force which caused bodily injury.

Comparative Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in Williamson County who indicated, in the 2010 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Hispanics and Asians that came in contact with the Sheriff’s Office deputies was lower than the percentage of White, Hispanic and Asian households in Williamson County that claimed, in the 2010 census, to

have access to vehicles. The opposite was true of Blacks and American Indians. That is, a higher percentage of Blacks and American Indians came in contact with the Sheriff's Office deputies than the percentage of Black and American Indian households in Williamson County that claimed, in the 2010 census, to have access to vehicles. It should be noted that the percentage difference among American Indian households with access to vehicles to contacts was of less than 3 percent; thus, deemed by some as being statistically insignificant. The analysis of the searches performed shows that most of the searches did not produce contraband. This is consistent with law enforcement trends.

Summary of Findings

The most recent Texas Racial Profiling Law requires that Sheriff's Office perform data audits in order to validate the data being reported. Consistent with this requirement, the Williamson County Sheriff's Office has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in table 5, the audits performed have shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the Sheriff's Office is engaging in search practices consistent with national trends in law enforcement.

While considering the findings made in this analysis, it is recommended that the Williamson County Sheriff's Office should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police deputies are making with all individuals.

As part of this effort, the Williamson County Sheriff's Office should continue to:

1) Perform an independent analysis on contact and search data in future years.

2) Commission data audits in 2021 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive analysis of the data included in this report demonstrates that the Williamson County Sheriff's Office has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the Sheriff's Office has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling is not tolerated.



Checklist

The following requirements **were** met by the Williamson County Sheriff's Office in accordance with The Texas Racial Profiling Law:

- ☑ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ☑ Include in the racial profiling policy, a statement indicating prohibition of any peace deputy employed by the Williamson County Sheriff's Office from engaging in racial profiling.
- ☑ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ☑ Provide public education related to the compliment and complaint process.
- ☑ Implement disciplinary guidelines for deputies found in violation of the Texas Racial Profiling Law.
- ☑ Collect, report and analyze motor vehicle data (Tier 2).
- ☑ Commission Data Audits and a Search Analysis.
- ☑ Indicate total number of deputies who knew and did not know, the race/ethnicity of individuals before being detained.
- ☑ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2021.
- ☑ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.





Legislative & Administrative Addendum

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of ***what*** must be accomplished by an agency but allows wide latitude in determining ***how*** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an " agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for "tier one" data for traffic stops in which a citation results are:

1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
3) whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops. Tier two data include:

1) the detained person's gender and race or ethnicity;
2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
3) whether a search was conducted, and if so whether it was based on consent or probable cause;
4) facts supporting probable cause;
5) the type, if any, of contraband that was collected;
6) disposition of the stop, e.g., arrest, ticket, warning, or release;
7) location of stop; and
8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~(7)~~] the date of conviction; and

(9) [~~(8)~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

_____ _____

President of the Senate Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

_____
Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

_____
Chief Clerk of the House

Approved:

_____
Date

_____
Governor

Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION ____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle[~~traffic~~] stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [~~or~~] Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle [~~traffic~~] stops in which a citation is issued and to arrests made as a result of [~~resulting from~~] those [~~traffic~~] stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual [~~person~~] detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [~~to the governing body of each county or~~

~~municipality served by the agency~~] an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [~~traffic~~] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [~~traffic~~] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle [~~traffic~~] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION ____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [~~TRAFFIC AND PEDESTRIAN~~] STOPS. (a) In this article, "race[~~:~~

[~~(1) "Race~~] or ethnicity" has the meaning assigned by Article 2.132(a).

[~~(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.~~]

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [~~regulating traffic or who stops a pedestrian for any suspected offense~~] shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any [~~each~~] person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop [~~traffic law or ordinance alleged to have been violated or the suspected offense~~];

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description [~~the type~~] of the contraband or evidence [~~discovered~~];

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [~~existed and the facts supporting the existence of that probable cause~~];
(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
(7) the street address or approximate location of the stop; and
(8) whether the officer issued a written warning or a citation as a result of the stop[~~, including a description of the warning or a statement of the violation charged~~].
SECTION ____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:
(a) In this article:
(1) "Motor vehicle[~~, "pedestrian~~] stop" has the meaning assigned by Article 2.132(a) [~~means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest~~].
(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [~~local~~] law enforcement agency shall submit a report containing the incident-based data [~~information~~] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [~~in a manner approved by the agency~~].
(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:
(1) a comparative analysis of the information compiled under Article 2.133 to:
(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [~~determine the prevalence of racial profiling by peace officers employed by the agency~~]; and
(B) examine the disposition of motor vehicle [~~traffic and pedestrian~~] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [~~the~~] stops within the applicable jurisdiction; and
(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [~~traffic or pedestrian~~] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION ____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION ____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of $1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of $1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION ____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION ____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . $40;

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . $25;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . $50 [~~$5~~]; [~~and~~]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
SECTION ____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $20;
(2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . $40;
(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . $25;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . $50 [~~$5~~]; [~~and~~]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
SECTION ____. Section 102.101, Government Code, is amended to read as follows:
Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $3;
(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . $3;
(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of $3;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $4;
(5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . $4;
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5;
(7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed $30; [~~and~~]
(8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed $7; and
(9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
SECTION ____. Section 102.121, Government Code, is amended to read as follows:
Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:
(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $3;
(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . $3;
(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of $3;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed $4; [~~and~~]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
SECTION ____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:
Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.
SECTION ____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:
(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
(1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or

(3) a commission rule.

SECTION ____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:
SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:
(3) "Race or ethnicity" means the following categories:
(A) Alaska native or American Indian;
(B) [~~of a particular descent, including Caucasian, African, Hispanic,~~] Asian or Pacific Islander;
(C) black;
(D) white; and
(E) Hispanic or Latino [~~, Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:
(a) In this section, "race or ethnicity" means the following categories:
(1) Alaska native or American Indian;
(2) [~~of a particular descent, including Caucasian, African, Hispanic,~~] Asian or Pacific Islander;
(3) black;
(4) white; and
(5) Hispanic or Latino [~~, or Native American descent~~].
SECTION 3. This Act takes effect September 1, 2017.

_____ _____
President of the Senate Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

_____
Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

_____
Secretary of the Senate
APPROVED: _____
Date

_____
Governor

The Sandra Bland Act
(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision (1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision (1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065,
49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous

municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives thatserve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

(a) The commission shall:

(1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;

(2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;

(3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;

(4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;

(5) revise, amend, or change rules and procedures if necessary;

(6) provide to local government officials consultation on and technical assistance for county jails;

(7) review and comment on plans for the construction and major modification or renovation of county jails;

(8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;

(9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules
and procedures adopted under this chapter;

(10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;

(11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;

(12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;

(13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;

(14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;

(15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;

(16) adopt a policy for gathering and distributing to jails under the commission's

jurisdiction information regarding:

(A) common issues concerning jail administration;

(B) examples of successful strategies for maintaining compliance with state law and the rules, standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk

individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and

(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;

(2) an attempted suicide;

(3) a death;

(4) a serious bodily injury, as that term is defined by Section 1.07, Penal Code;

(5) an assault;

(6) an escape;

(7) a sexual assault; and

(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection (a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not

be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of

the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)
to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and

motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed $5,000 [of $1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the

guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and

(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

_____ _____ President of the Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote: Yeas 31, Nays 0.

_____

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote: Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

_____

Date

_____

Governor

_____

Chief Clerk of the House

WILLIAMSON COUNTY SHERIFF
RACIAL PROFILING POLICY

	Williamson County Sheriff's Office
	Racial Profiling & Bias Reduction **General Order**
	Effective Date: 01/27/2020
	Approved: *Robert Chody* Sheriff
	For the purpose of this policy manual, the responsibilities of the Sheriff may be delegated by him to an appointed designee.

I. Policy

All sworn members of the Williamson County Sheriff's Office are strictly prohibited from engaging in racial/biased profiling of any kind.

We are committed to respecting constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate based on race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion.

All enforcement actions -- particularly stops of individuals for traffic and other violations, investigative detentions, arrests, searches, and seizures of persons or property -- shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, deputies shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Deputies shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Deputies shall base all of their actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All agency orders are informed and ruled by this directive. Nothing in this order limits non-enforcement contacts between deputies and the public.

II. Purpose

The purpose of this order is to provide general rules on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions and emphasize the importance of the constitutional rules within which we operate.

III. Definitions

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

A. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon their race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
C. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
E. Probable cause: Facts or apparent facts and circumstances within a deputy's knowledge and of which the deputy had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
H. Reasonable suspicion: Articulable, objective facts that lead an experienced deputy to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
J. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.

IV. Procedures

A. General responsibilities
    1. Deputies are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when deputies are seeking a suspect with one or more of these attributes.
    2. Investigative detentions, traffic stops, arrests, searches, and property seizures by deputies will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Deputies must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, deputies shall not consider race/ethnicity in establishing either reasonable suspicion or probably cause. Similarly, except as provided below, deputies shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.

3. Deputies may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, race/ethnicity Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Deputies shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Deputies shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
    a. As traffic stops furnish a primary source of bias-related complaints, deputies shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the deputy disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
    b. Deputies shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.

2. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to agency personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
    a. Personnel shall facilitate an individual's access to other governmental services whenever possible and shall actively provide referrals to other appropriate agencies.
    b. All personnel shall courteously accept, document, and forward to the Sheriff or Chief Deputy any complaints made by an individual against the office.
3. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize a deputy's safety.
4. When concluding an encounter, personnel shall thank him or her for cooperating.
5. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their agency identification number, name of the immediate supervisor, or any other reasonable information.
6. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities
    1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
    2. Supervisors shall use the disciplinary mechanisms of the agency to ensure compliance with this order and the constitutional requirements of law enforcement.
    3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates. Supervisors are important in maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.

4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement but increases safety risks to personnel. Lack of control over bias also exposes the agency to liability consequences.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
6. Supervisors shall ensure that all enforcement actions are duly documented per agency policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
7. Supervisors shall facilitate the filing of any complaints about law- enforcement service.
8. Supervisors shall conduct monthly reviews of in-car video recordings and body camera footage to ensure proper conduct of deputies.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including termination.

D. Training

Deputies shall complete annual training regarding bias- based profiling.

V. Complaints

A. The Williamson County Sheriff's Office shall accept, document, and forward all complaints to the Chief Deputy or Sheriff. A member of the public may file a complaint with the Sheriff's Office if they feel they have been the subject of racial/biased profiling. No person shall be discouraged, intimidated, or coerced from filing such a complaint, or be discriminated against because they filed such a complaint.
B. Complaints alleging incidents of bias-based profiling will be fully investigated.
C. Complainants will be notified of the results of the investigations when the investigation is completed.

VI. Record Keeping

A. The agency will maintain all required records on self-initiated contacts.
B. The information collected above will be reported to the county commissioner's court annually.
C. The information will also be reported to TCOLE in the required format.
D. The Office of Professional Standards will conduct an annual administrative review of data collected and the Sheriff will amend Agency policies and procedures as necessary to ensure compliance with bias-based profiling legislation and policy.

Contact Information

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting, LLC
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

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Commissioners Court - Regular Session **12.**

Meeting Date: 02/23/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position Changes

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	02/11/2021 09:05 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 09:20 AM
Form Started By: Kayla Marek		Started On: 02/10/2021 05:02 PM
Final Approval Date: 02/11/2021		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
450: District Clerk	0745	15057	$41,218.05	$41,218.05	$51,813.96	$47,844.77	$3,969.19	N/A	Reallocation of position budget to facilitate hiring as allowed per policy. Surplus salary moving to PCNs 1799, 1851, and 1852	2/19/2021
450: District Clerk	1799	N/A	N/A	N/A	$36,680.34	$37,788.52	N/A	$1,108.18	Title and Grade Change: Deputy Court Clerk (B.17) to Court Specialist (B.18). Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary moving from PCN 0745	2/19/2021
450: District Clerk	1851	N/A	N/A	N/A	$33,494.99	$34,925.50	N/A	$1,430.51	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving from PCN 0745.	2/19/2021
450: District Clerk	1852	N/A	N/A	N/A	$33,495.01	$34,925.51	N/A	$1,430.50	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving from PCN 0745.	2/19/2021
560: Sheriff's Office	1299	11792	N/A	N/A	$53,320.58	$70,355.38	N/A	$17,034.80	Reallocation of position budget to accommodate step increase. Surplus salary moving from PCN 1334,1293,0085,1257,1292,1324,1816	2/19/2021
560: Sheriff's Office	1334	N/A	N/A	N/A	$59,550.92	$57,715.74	$1,835.18	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1299	2/19/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
560: Sheriff's Office	1293	N/A	N/A	N/A	$58,870.16	$57,715.74	$1,154.42	N/A	Reallocation of position budget to accommodate step increase as allowed per policy.Surplus salary moving to PCN 1299	2/19/2021
560: Sheriff's Office	0085	N/A	N/A	N/A	$79,142.04	$74,577.38	$4,564.66	N/A	Reallocation of position budget to accommodate step increase as allowed per policy.Surplus salary moving to PCN 1299	2/19/2021
560: Sheriff's Office	1257	N/A	N/A	N/A	$74,661.49	$67,623.35	$7,038.14	N/A	Reallocation of position budget to accommodate step increase as allowed per policy.Surplus salary moving to PCN 1299	2/19/2021
560: Sheriff's Office	1292	N/A	N/A	N/A	$55,474.54	$54,386.95	$1,087.59	N/A	Reallocation of position budget to accommodate step increase as allowed per policy.Surplus salary moving to PCN 1299	2/19/2021
560: Sheriff's Office	1324	N/A	N/A	N/A	$61,248.47	$60,047.64	$1,200.83	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1299	2/19/2021
560: Sheriff's Office	1816	N/A	N/A	N/A	$65,729.02	$65,575.04	$153.98	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1299	2/19/2021
560: Sheriff's Office	1333	5083	N/A	N/A	$53,320.58	$74,661.69	N/A	$21,341.11	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving from PCN 1264,1276,1278,1342	2/19/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
560: Sheriff's Office	1264	N/A	N/A	N/A	$72,724.85	$57,715.74	$15,009.11	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1333	2/19/2021
560: Sheriff's Office	1276	N/A	N/A	N/A	$57,931.36	$55,474.54	$2,456.82	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1333	2/19/2021
560: Sheriff's Office	1278	N/A	N/A	N/A	$70,355.17	$67,623.39	$2,731.78	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1333	2/19/2021
560: Sheriff's Office	1342	N/A	N/A	N/A	$58,870.23	$57,726.83	$1,143.40	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1333	2/19/2021
560: Sheriff's Office	1862	5520	N/A	N/A	$53,320.58	$74,661.69	N/A	$21,341.11	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving from PCN 1303,1295,1259,1350,1254	2/19/2021
560: Sheriff's Office	1303	N/A	N/A	N/A	$71,762.33	$64,997.49	$6,764.84	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1862	2/19/2021
560: Sheriff's Office	1295	N/A	N/A	N/A	$61,248.47	$54,386.95	$6,861.52	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1862	2/19/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
560: Sheriff's Office	1259	N/A	N/A	N/A	$77,414.54	$72,949.62	$4,464.92	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1862	2/19/2021
560: Sheriff's Office	1350	N/A	N/A	N/A	$56,584.23	$54,386.95	$2,197.28	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1862	2/19/2021
560: Sheriff's Office	1254	N/A	N/A	N/A	$55,474.54	$54,421.99	$1,052.55	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1862	2/19/2021
560: Sheriff's Office	1733	13412	N/A	N/A	$63,650.91	$64,923.88	N/A	$1,272.97	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving from PCN 1868	2/19/2021
560: Sheriff's Office	1400	10584	N/A	N/A	$83,208.09	$84,872.22	N/A	$1,664.13	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving from PCN 1868	2/19/2021
560: Sheriff's Office	1373	11032	N/A	N/A	$71,519.14	$72,949.62	N/A	$1,430.48	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving from PCN 1868	2/19/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
560: Sheriff's Office	1251	12861	N/A	N/A	$75,364.01	$76,871.40	N/A	$1,507.39	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving from PCN 1868 and 1680	2/19/2021
560: Sheriff's Office	1868	N/A	N/A	N/A	$62,733.16	$57,715.91	$5,017.25	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1733, 1400, 1373, 1251	2/19/2021
560: Sheriff's Office	1680	N/A	N/A	N/A	$57,715.74	$56,858.02	$857.72	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 1251	2/19/2021
570: Corrections	0578	05784	N/A	N/A	$82,804.61	$84,460.65	N/A	$1,656.04	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving from PCN 0417	2/19/2021
570: Corrections	0417	N/A	N/A	N/A	$38,282.86	$36,626.82	$1,656.04	N/A	Reallocation of position budget to accommodate step increase as allowed per policy. Surplus salary moving to PCN 0578	2/19/2021
540: EMS	0798	12821	$46,841.60	$44,341.60	$56,338.31	$53,838.31	$2,500.00	N/A	Reallocation of position budget to accommodate new hire as allowed per policy. Surplus salary moving to PCN 0789	2/19/2021
540: EMS	0789	vacant 2/14/21	N/A	N/A	$90,728.30	$93,228.30	N/A	$2,500.00	Reallocation of position budget to accommodate new hire as allowed per policy. Surplus salary moving from PCN 0798	2/19/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
551: Constable 1	0274	N/A	$39,245.44	N/A	$45,290.07	$41,161.56	$4,128.51	N/A	Reallocation of position budget to accommodate new hire as allowed per policy. Surplus salary moving to PCN 0273	2/19/2021
551: Constable 1	0273	Vacant	N/A	N/A	$35,116.93	$39,245.44	N/A	$4,128.51	Reallocation of position budget to accommodate new hire as allowed per policy. Surplus salary moving from PCN 0274	2/19/2021
503: ITS	1855	Vacant	N/A	N/A	$63,958.70	$61,795.58	$2,163.12	N/A	Reallocation of position budget to accommodate internal promotion as allowed per policy. Surplus salary moving to PCN 1628.	2/19/2021
503: ITS	1628	Vacant	N/A	N/A	$58,240.00	$60,403.12	N/A	$2,163.12	Reallocation of position budget to accommodate internal promotion as allowed per policy. Surplus salary moving from PCN 1855.	2/19/2021
0426 - CCL1	0698	15374	$85,603.98	$85,603.98	$103,814.12	$85,772.41	$18,041.71	N/A	Reallocation of position budget to accommodate internal promotion and external hire as allowed per policy. Surplus salary moving to PCN 0697 & 0699	3/5/2021
0426 - CCL1	0699	Vacant	N/A	N/A	$38,035.50	$44,762.05	N/A	$6,726.55	Reallocation of position budget to accommodate internal promotion to backfill position as allowed per policy. Surplus salary moving from PCN 0698.	3/5/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0426 - CCL1	0697	Vacant	N/A	N/A	$52,684.84	$64,000.00	N/A	$11,315.16	Reallocation of position budget to accommodate internal promotion to backfill position as allowed per policy. Surplus salary moving from PCN 0698.	3/5/2021

*Amount may vary slightly due to Oracle rounding

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
County Court at Law 1	Ct Reptr Co Ct 1.0698.001100.	15374	$85,603.98	3.00%	$2,568.12	MERIT	19-Feb-21
County Court at Law 1	Court Adm I CCL.0697.001100.	05375	$52,684.84	3.00%	$1,580.55	MERIT	19-Feb-21
County Court at Law 1	Office Spec Co Ct 1.0699.001100.	03640	$38,035.50	3.00%	$1,141.07	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1627.001100.	15465	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1928.001100.	15466	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0819.001100.	15468	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0821.001100.	15467	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1831.001100.	14544	$38,020.96	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0784.001100.	12624	$54,196.48	2.00%	$1,083.93	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0810.001100.	12448	$45,590.15	2.00%	$911.80	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0865.001100.	14348	$38,021.15	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0811.001100.	11098	$46,381.05	2.11%	$977.62	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0798.001100.	12821	$46,841.60	2.00%	$936.83	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1618.001100.	14684	$38,020.96	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0853.001100.	13065	$42,071.95	2.00%	$841.44	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0815.001100.	04758	$50,142.12	2.00%	$1,002.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0844.001100.	13649	$37,914.95	2.00%	$758.30	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0816.001100.	12356	$45,590.13	2.00%	$911.80	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0799.001100.	13066	$45,448.00	2.00%	$908.96	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0801.001100.	12915	$47,717.11	2.00%	$954.34	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0824.001100.	02951	$46,841.60	2.11%	$986.83	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0781.001100.	05234	$62,659.44	2.00%	$1,253.19	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0786.001100.	12358	$50,056.88	2.00%	$1,001.14	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0826.001100.	11249	$43,897.78	2.00%	$877.96	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0828.001100.	12354	$46,028.53	2.00%	$920.57	MERIT	19-Feb-21
Emergency Medical Services	EMS Field Commander.1640.001100.	10831	$62,970.92	2.00%	$1,259.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0805.001100.	12218	$56,364.32	2.00%	$1,127.29	MERIT	19-Feb-21
Emergency Medical Services	EMS Field Commander.0790.001100.	03579	$66,053.29	2.00%	$1,321.07	MERIT	19-Feb-21
Emergency Medical Services	Demand Paramedic.0889.001100.	13076	$57,670.91	2.00%	$1,153.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0823.001100.	13825	$39,553.45	2.00%	$791.07	MERIT	19-Feb-21
Emergency Medical Services	Sr Medical Officer.0802.001100.	03432	$58,213.85	2.00%	$1,164.28	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0882.001100.	12621	$43,559.53	2.00%	$871.19	MERIT	19-Feb-21

Emergency Medical Services	EMS Lieutenant.0788.001100.	13834	$43,671.80	2.00%	$873.44	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0860.001100.	03845	$51,924.56	2.00%	$1,038.49	MERIT	19-Feb-21
Emergency Medical Services	Demand Paramedic.0812.001100.	11805	$62,365.06	2.00%	$1,247.30	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0813.001100.	13080	$40,732.10	2.00%	$814.64	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0783.001100.	13654	$43,659.20	2.00%	$873.18	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0876.001100.	13270	$40,613.48	2.00%	$812.27	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0837.001100.	13647	$39,435.47	2.00%	$788.71	MERIT	19-Feb-21
Emergency Medical Services	Demand Paramedic.1617.001100.	13275	$55,441.86	2.00%	$1,108.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1926.001100.	15163	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0858.001100.	12920	$41,791.17	2.00%	$835.82	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0832.001100.	10909	$48,126.29	2.00%	$962.53	MERIT	19-Feb-21
Emergency Medical Services	EMS Field Commander.0791.001100.	02962	$67,770.41	2.00%	$1,355.41	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0833.001100.	11489	$46,969.98	2.00%	$939.40	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0843.001100.	13063	$42,361.38	2.00%	$847.23	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1829.001100.	14549	$38,020.96	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0814.001100.	14345	$38,021.15	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0822.001100.	14686	$37,719.91	2.00%	$754.40	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1929.001100.	15166	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1832.001100.	14543	$38,020.96	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0825.001100.	04994	$48,597.60	2.00%	$971.95	MERIT	19-Feb-21
Emergency Medical Services	EMS Field Commander.0795.001100.	02079	$72,950.36	2.00%	$1,459.01	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0807.001100.	04590	$56,938.21	2.00%	$1,138.76	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0885.001100.	13826	$39,553.45	2.00%	$791.07	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0887.001100.	11491	$46,969.98	2.00%	$939.40	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0888.001100.	11906	$44,978.44	2.00%	$899.57	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0845.001100.	13646	$39,545.75	2.00%	$790.92	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0817.001100.	15164	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1626.001100.	12922	$42,079.25	2.00%	$841.59	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0859.001100.	12901	$42,487.22	2.00%	$849.74	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0804.001100.	04756	$56,688.38	2.00%	$1,133.77	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0848.001100.	13648	$39,545.75	2.00%	$790.92	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0854.001100.	12616	$44,271.82	2.00%	$885.44	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0867.001100.	14352	$37,822.20	2.00%	$756.44	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0862.001100.	13074	$41,913.77	2.00%	$838.28	MERIT	19-Feb-21

Emergency Medical Services	Demand Paramedic.0881.001100.	14963	$50,791.94	2.00%	$1,015.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0864.001100.	14688	$38,020.96	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0836.001100.	10714	$47,595.85	2.00%	$951.92	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0852.001100.	10085	$50,018.92	2.00%	$1,000.38	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1927.001100.	15162	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0871.001100.	13835	$39,199.16	2.00%	$783.98	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1930.001100.	15167	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0870.001100.	14962	$37,275.47	2.00%	$745.51	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0869.001100.	03068	$51,924.56	2.00%	$1,038.49	MERIT	19-Feb-21
Emergency Medical Services	EMS Field Commander.1641.001100.	10086	$60,556.97	2.00%	$1,211.14	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0886.001100.	13650	$39,545.75	2.00%	$790.92	MERIT	19-Feb-21
Emergency Medical Services	Demand Paramedic.0800.001100.	14540	$51,792.00	2.00%	$1,035.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Field Commander.1653.001100.	04589	$65,964.87	2.00%	$1,319.30	MERIT	19-Feb-21
Emergency Medical Services	EMS Field Commander.0794.001100.	04527	$62,918.13	2.00%	$1,258.36	MERIT	19-Feb-21
Emergency Medical Services	Sr Medical Officer.0829.001100.	02580	$62,723.27	2.00%	$1,254.47	MERIT	19-Feb-21
Emergency Medical Services	Demand Paramedic.0878.001100.	12216	$51,765.38	2.00%	$1,035.31	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0847.001100.	13075	$40,983.47	2.00%	$819.67	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0842.001100.	12620	$44,207.36	2.00%	$884.15	MERIT	19-Feb-21
Emergency Medical Services	Demand Paramedic.0884.001100.	14351	$51,763.65	2.00%	$1,035.27	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0873.001100.	11802	$45,369.11	2.00%	$907.38	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0840.001100.	14350	$37,368.84	2.00%	$747.38	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1931.001100.	15161	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0839.001100.	14964	$37,275.47	2.00%	$745.51	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0877.001100.	02862	$51,924.56	2.00%	$1,038.49	MERIT	19-Feb-21
Emergency Medical Services	Demand Paramedic.0899.001100.	12065	$67,026.44	2.00%	$1,340.53	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0846.001100.	03111	$51,924.56	2.00%	$1,038.49	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0827.001100.	15169	$35,841.79	2.00%	$716.84	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1625.001100.	13828	$39,553.45	2.00%	$791.07	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0880.001100.	03992	$51,924.56	2.00%	$1,038.49	MERIT	19-Feb-21
Emergency Medical Services	Demand Paramedic.0900.001100.	12062	$66,286.48	2.00%	$1,325.73	MERIT	19-Feb-21
Emergency Medical Services	Sr Medical Officer.0861.001100.	03863	$52,827.63	2.00%	$1,056.55	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0818.001100.	10232	$41,946.13	2.00%	$838.92	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0890.001100.	14966	$37,060.42	2.00%	$741.21	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0834.001100.	13827	$39,553.45	2.00%	$791.07	MERIT	19-Feb-21

Emergency Medical Services	Demand Paramedic.0855.001100.	11900	$60,727.26	2.00%	$1,214.55	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0863.001100.	12917	$42,361.38	2.00%	$847.23	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0893.001100.	14689	$38,020.96	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0806.001100.	03790	$55,549.60	2.00%	$1,110.99	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0857.001100.	10833	$47,891.52	2.00%	$957.83	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0874.001100.	12625	$43,863.39	2.00%	$877.29	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0879.001100.	04518	$50,282.07	2.00%	$1,005.64	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0803.001100.	10315	$56,938.21	2.00%	$1,138.76	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0868.001100.	11487	$46,740.87	2.00%	$934.82	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1830.001100.	14542	$38,020.96	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0782.001100.	12357	$49,181.54	2.00%	$983.63	MERIT	19-Feb-21
Emergency Medical Services	Sr Medical Officer.0872.001100.	12452	$48,770.36	2.00%	$975.41	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0891.001100.	14158	$38,205.88	2.00%	$764.12	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1619.001100.	13829	$39,553.45	2.00%	$791.07	MERIT	19-Feb-21
Emergency Medical Services	Sr Medical Officer.0841.001100.	04757	$54,056.72	2.00%	$1,081.13	MERIT	19-Feb-21
Emergency Medical Services	EMS Lieutenant.0808.001100.	10716	$52,387.34	2.00%	$1,047.75	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0875.001100.	12454	$44,788.97	2.00%	$895.78	MERIT	19-Feb-21
Emergency Medical Services	EMS Field Commander.0792.001100.	02834	$67,700.98	2.00%	$1,354.02	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0835.001100.	12916	$39,905.13	2.00%	$798.10	MERIT	19-Feb-21
Emergency Medical Services	EMS Field Commander.0793.001100.	10770	$72,950.36	2.00%	$1,459.01	MERIT	19-Feb-21
Emergency Medical Services	Sr Medical Officer.0831.001100.	13067	$46,327.07	2.00%	$926.54	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0866.001100.	14687	$38,020.96	2.00%	$760.42	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.0851.001100.	12064	$44,012.80	2.00%	$880.26	MERIT	19-Feb-21
Emergency Medical Services	EMS Paramedic.1620.001100.	12063	$42,803.30	2.00%	$856.07	MERIT	19-Feb-21
Juvenile Services	Juv Supervision Offcr I.1111.001100.	15219	$36,533.95	2.00%	$730.68	MERIT	19-Feb-21
Juvenile Services	Juv Supervision Offcr I.1119.001100.	15278	$36,533.95	3.00%	$1,096.02	MERIT	19-Feb-21
Juvenile Services	Juv Supervision Offcr I.1134.001100.	15301	$36,533.95	2.22%	$810.72	MERIT	19-Feb-21
Juvenile Services	Juv Supervision Offcr II.1084.001100.	15111	$38,759.01	2.00%	$775.18	MERIT	19-Feb-21
Juvenile Services	Juv Supervision Offcr I.1130.001100.	15304	$36,533.95	2.18%	$794.90	MERIT	19-Feb-21
Juvenile Services	Juv Supervision Offcr I.1107.001100.	15300	$36,533.95	2.00%	$730.68	MERIT	19-Feb-21
Mobile Outreach	Qual Improvement Clinician.1186.001100.	11381	$63,477.71	2.00%	$1,269.54	MERIT	19-Feb-21
Mobile Outreach	Mental Health Specialist.1184.001100.	14815	$47,722.25	2.00%	$954.45	MERIT	19-Feb-21
Mobile Outreach	Mental Health Specialist.1183.001100.	15321	$47,632.00	2.00%	$952.64	MERIT	19-Feb-21
Mobile Outreach	Clinical Coordinator MOT.1187.001100.	12327	$66,697.80	2.00%	$1,333.96	MERIT	19-Feb-21

Mobile Outreach	Mental Health Specialist.1624.001100.	13126	$51,521.16	2.00%	$1,030.42	MERIT	19-Feb-21
MOT GRANTS - Payroll	Comm Crisis Paramedic Grant.1666.001100.	12219	$61,271.68	2.00%	$1,225.43	MERIT	19-Feb-21
MOT GRANTS - Payroll	Lead Crisis Paramedic Grant.1710.001100.	12217	$67,244.51	2.00%	$1,344.88	MERIT	19-Feb-21
MOT GRANTS - Payroll	Comm Crisis Paramedic Grant.1639.001100.	05002	$70,047.91	2.00%	$1,400.96	MERIT	19-Feb-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0426	001100	5,289.74	
01	0100	0426	001130		5,289.74
01	0100	0540	001100	113,324.62	
01	0100	0540	002010	8,669.33	
01	0100	0540	002020	16,500.06	
01	0100	8004	001130		113,324.62
01	0100	8004	002010		8,669.33
01	0100	8004	002020		16,500.06
01	0100	0576	001100	4,938.18	
01	0100	0576	001130		4,938.18
01	0100	0341	001100	5,541.01	
01	0100	0341	002010	423.89	
01	0100	0341	002020	806.77	
01	0100	8004	001130		5,541.01
01	0100	8004	002010		423.89
01	0100	8004	002020		806.77

Commissioners Court - Regular Session **13.**

Meeting Date: 02/23/2021

Appointment to Williamson County Child Welfare Board

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Dr. Christine Mann to the Williamson County Child Welfare Board.

Background

The term for Dr. Christine Mann will fill a vacant position whose term ended in October 2020 through fiscal year 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Request for Board Appointment

Volunteer Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	02/05/2021 08:25 AM
Form Started By: Andrea Schiele		Started On: 02/05/2021 08:16 AM
Final Approval Date: 02/05/2021		

February 4, 2021

Judge Bill Gravell
Williamson County Courthouse
710 Main Street, Suite 101
Georgetown, TX 78626

The Honorable Judge Bill Gravell and Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Dr. Christine Mann of Leander, to the Williamson County Child Welfare Board. If appointed, Dr. Mann will be filling a vacant position whose term ended in October 2020, therefore her term would run through fiscal year 2023. I have included her application for your review.

Please place this request for approval of Dr. Mann to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,
Kim

Kim Gibbons
WCCWB President
kimlgibbons@gmail.com
512-415-9609

Texas Department of
Family and Protective Services

Form C-105-0251
Revised March 2018

VOLUNTEER CONFIDENTIALITY AGREEMENT

Purpose: This is form is used to record the volunteer's agreement to keep all client information confidential.

Directions: To complete this form the volunteer reads the information and signs his or her name. For questions, contact the Volunteer Coordinator.

CONFIDENTIALITY STATEMENT

As a volunteer for the Texas Department of Family and Protective Services, I understand:

- I am not permitted to take or share photographs of DFPS clients, unless otherwise approved by DFPS;
- Any information, including client identities and case details, obtained while I am volunteering with DFPS must not be discussed or disclosed to any person, other than current DFPS employees and volunteers, and then only on a strict need-to-know basis within the scope of the volunteer placement.

I also UNDERSTAND the disclosure of confidential information may be considered a violation of law subject to criminal penalty under both the Texas Open Records Act, §552.352 Government Code and/or §40.005(e) Human Resources Code

PRIVACY STATEMENT

DFPS values your privacy. For more information, read our Privacy and Security Policy.

SIGNATURES

I have read this confidentiality statement fully, I understand what it means, and I am signing it freely and voluntarily.

Signature of Volunteer:	Date Signed:
X Christine Mann	11-22-20
Printed Name of Volunteer:	Date Signed:
X Christine Mann	11-22-20

Form C-105-0250
Revised March 2017

VOLUNTEER APPLICATION

Purpose: Use this form to apply to become a volunteer with the Department of Family and Protective Services (DFPS).
Directions: Complete this form and submit it to a DFPS community engagement specialist in person or via mail or email.
Note: To complete this form, a Social Security number is required.

VOLUNTEER INFORMATION

Full Legal Name (Last, First, Middle):	Preferred Name:	Date of Birth:
Mann, Christine Eady	Christine	02-22-65

Place of Birth (City, State): Schenectady, New York

Other Names Used/Known By (aliases, maiden name, previous married name, etc.): Christine Eady, Christine Marie Eady, Christine Cummings

Current Address (Street, City, State, Zip Code): [redacted] County: U.S.

Have you had any other residences in Texas in the past 5 years? ☐ Yes ☑ No
If "yes," list them below (street address, city and county, and zip code — use an additional sheet if needed):

Number of Years as a Texas Resident:	Driver License State and Number:	Social Security Number:
Si	[redacted]	[redacted]

Alternate ID #: [redacted] Type of Alternate ID: ☐ Canadian SIN ☐ Military ID ☑ Passport ☐ Permanent Residency Card ☐ State Photo ID

Home Telephone:	Cellular Telephone:	Email Address:
[redacted]	[redacted]	[redacted]

Gender:	Race (check all applicable):	Ethnicity:
☐ Male ☑ Female	☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Black ☑ White ☐ Unable to Determine (or none of the above)	☐ Hispanic ☑ Not Hispanic ☐ Unable to Determine

Organization Represented (if applicable): N/A	Who referred you to DFPS?

Why do you want to volunteer for DFPS?
I have served as a CASA for Travis County in the past and found it immensely rewarding. I would like to further my work on behalf of children in my County

Applicable skills: I am a Family Practice physician and have cared for children from newborns up for 20 + years.

Type of volunteer services preferred: Serving on the Williamson County Child Welfare Board

Are you willing to receive training for another assignment? ☐ Yes ☑ No

EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

☐ Elementary School ☐ Middle School ☐ High School ☐ Vocational Training
☐ Some College ☐ College ☑ Graduate School

Interns: ☐ Some College ☐ Undergraduate ☐ Graduate ☐ Post Graduate

University:	Date of Undergraduate Degree:	Date of Graduate Degree:

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent

American Sign Language: ☐ Fair ☐ Good ☐ Excellent ☐ N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities
CASA of Travis County	Court appt. special advocate	
Williamson County Amer. Heart Assoc.	board member	
Leander High School	Performed H.S. physicals for band	

DATE(S) AND TIME(S) AVAILABLE

Days per week: per the Child Welfare board | Hours per week:

Comments:

ELECTRONIC SIGNATURE VOLUNTEER AGREEMENT

☑ I understand that I am requesting volunteer placement requiring criminal history and central registry checks and authorize DFPS to complete these checks.

☑ I understand that background checks are conducted on an annual basis for DFPS volunteers. I authorize DFPS to conduct a criminal history and central registry check each year that I volunteer with DFPS.

☑ I understand that by signing this Electronic Signature Acknowledgement form, it is equivalent to my handwritten signature and legally binding. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic Signature of Volunteer:	Date Signed:
X Christine EadyMann	11-22-20

RETURN RESULTS TO (FOR DPFS USE ONLY)

Full Name:	Contact Phone:	Mail Code:
Program (APS, CPS, CCL), Unit, and Location:		
Check box to indicate applicant's involvement: ☐ Volunteer ☐ Intern (non-paid) ☐ PCG ☐ Board Member		

Commissioners Court - Regular Session **14.**

Meeting Date: 02/23/2021

Racial Profiling Report Agreement

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Del Carmen Consulting, LLC and Williamson County for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the amount of $4,850, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Agreement attached outlines the services to be provided. This agreement will cover a term from the date of execution until September 30, 2021. This expenditure will be charged to 01.0100.0560.004100. Department contact is Rebecca Rodriguez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/11/2021 10:10 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 10:14 AM
Form Started By: Erica Smith		Started On: 02/08/2021 02:54 PM
Final Approval Date: 02/11/2021		

PROFESSIONAL SERVICE AGREEMENT
FOR
SANDRA BLAND ACT AND THE TEXAS RACIAL PROFILING LAW COMPLIANCE AND RELATED SERVICES
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Del Carmen Consulting, LLC, hereinafter referred to as PROVIDER, for the purpose of providing professional services related to compliance with the Sandra Bland Act and the Texas Racial Profiling Law for the Williamson County Sheriff's Office, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the services set forth in the Proposal Letter with Scope of Services, dated February 3, 2021, attached hereto as **Exhibit "A"**. All services provided by PROVIDER shall be performed according to the regularly accepted standards for such services in the State of Texas.

II.
TERM

This Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2021, unless terminated sooner as authorized herein.

III.
COST AND PAYMENT

PROVIDER will be compensated based on the attached Proposal Letter with Scope of Services, dated February 3, 2021, which is attached and incorporated herein as if copied in full. The not-to-exceed amount under this agreement is **$4,850.00 for FY2021** (from effective date through

September 30, 2021), unless amended by a change order and approved by the Williamson County Commissioners Court. Consultant will invoice County for Services Rendered.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said

party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for its pro rata share of services rendered and goods actually received.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Del Carmen Consulting, LLC
Attn: Del Carmen
3122 Westwood Drive
Arlington, TX 76012

X.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each

that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII.
NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XIII.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XIV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

_____
Bill Gravell
Williamson County Judge

Date: _____ _____, 20____

PROVIDER:

_____
Del Carmen Consulting, LLC

Date: 2/8 ____, 2021

EXHIBIT "A"
PROPOSAL LETTER WITH
SCOPE OF SERVICES
(Dated February 3, 2021 and incorporated herein as if copied in full)

February 3, 2021

Del Carmen Consulting, LLC
Dr. Alex del Carmen
3122 Westwood Drive
Arlington, TX 76012

Dear Dr. Del Carmen,

Pursuant to our conversation, the Williamson County Sheriff's Office is hereby retaining the services of your firm to ensure that we are in compliance with the Sandra Bland Act and the Texas Racial Profiling Law. We understand that this service will be performed from February 4, 2021 until September 30, 2021. The fee for the current year will be $4,850 and will include the following services:

a) Perform one quarterly audit on the data collected.

b) Perform an annual search analysis as required by the Sandra Bland Act.

c) Prepare and draft the annual racial profiling report while addressing all of the legally required analytical components.

Sincerely,

Williamson County Sheriff's Office
Mike Gleason
Sheriff

Commissioners Court - Regular Session **15.**

Meeting Date: 02/23/2021

Aramark Correctional Services, LLC Interim Amendment

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Interim Amendment due to the Coronavirus with Aramark Correctional Services, LLC operating under Contract #1605-081 for Food Services for Williamson County Jail, for the term of January 26, 2021, through the remainder of the contract term July 31, 2021.

Background

This Interim Amendment is due to the occasional unavailability of trustee labor during the pandemic and to adjust the menu served, convert to a sack lunch format, and provide for use of certain disposable supplies, together with a corresponding adjustment to the price per meal rates on an as-needed basis during the Covid period interruption from the normal food services operation. This will be valid during the remainder of the contract term through July 31, 2021. The point of contact in the Sheriff's Department is Asst. Chief Deputy Pokluda. The budget line item is 01 0100 0570 003306 Food Service.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment Feb 2021

Amendment Jul 2020

Amendment 3

Amendment 2

Amendment 1

Original contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	02/10/2021 09:13 AM
Purchasing (Originator)	Kerstin Hancock	02/10/2021 09:13 AM
Purchasing (Originator)	Randy Barker	02/10/2021 09:55 AM
Purchasing (Originator)	Randy Barker	02/11/2021 10:28 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 11:54 AM
Form Started By: Dianne West		Started On: 02/09/2021 08:28 AM

Final Approval Date: 02/11/2021

INTERIM AMENDMENT DUE TO THE CORONAVIRUS

Aramark and Client are facing new and uncertain challenges in reacting to the rapidly changing information and conditions with respect to the Coronavirus or COVID-19, which impact the services provided by Aramark to Client. This document is meant to reflect the changes noted below to the current agreement between Aramark and Client.

Client Name & Address: **Williamson County Jail** 508 South Rock Street, Georgetown, TX 78626 **Client Contact:** Kathleen Pokluda **Title:** Chief **Telephone:** 512-943-1365 **Email:** Kathleen.Pokluda@wilco.org **Services Provided by Aramark:** Food Services	**Aramark Team**	
	Regional Vice President	David Lauria
	District Manager	Patrick Templin
	Front Line Manager	Jaime Salinas
	Requester Name & Telephone	
	Patrick Templin 214-335-8796	

AGREEMENT

Additional Services/Modified Services:

Facilities that this Interim Amendment applies to:

Williamson County Jail

Description of additional or modified services:

The terms of this Interim Amendment ("**Amendment**") as set forth herein, amend that certain Operating Agreement – Food Service, which was entered into by the County of Williamson, Texas ("**County**") and Aramark Correctional Services, LLC ("**Aramark**") on or about August 1, 2016 (as amended, the "**Agreement**") for the management of the food service operation at the Williamson County Jail facilities. County and Aramark agree that due to the impacts of the COVID-19 pandemic at such facilities, to offset the impact of a lack of availability of inmate labor, the County and Aramark desire to amend the Agreement on an interim basis to: adjust the menu served, convert to a sack lunch format, and provide for use of certain disposable supplies, together with a corresponding adjustment to the price per meal rates, as more particularly described below.

Description of timing/effective date of additional or modified services:

Aramark shall immediately (as of January 26, 2021) implement the menu adjustments described above in the food service operations at the facilities, and such menu, and the corresponding adjustments to Aramark's price per meal, as more particularly described below, shall continue until the parties mutually agree in writing that the availability of inmate labor is sufficient to resume normal menu meal service, and such service in facts resumes as mutually agreed by the parties. The parties anticipate at least a 14-day period of such adjusted operations and pricing.

Description of financial impact/billing process for additional or modified services:

The parties agree that for so long as this Amendment is in effect, the applicable price per meal for meal service pursuant to the Agreement shall be changed as set forth below (a new sliding scale with an $0.58 per meal price increase, corresponding to increases of $0.567 for the menu adjustments and $0.013 for disposables), and shall supersede in all respects the prior price per meal in any other prior agreements (or amendments the same) between the parties, including the Agreement.

Until the end of the current fiscal year (September 30, 2021), the parties reserve the right to implement this temporary food program at the pricing levels stated herein on an as-needed basis provided there is sufficient funding and an approved purchase order for same issued by the County, and which will be paid pursuant to the standard invoicing and payment terms of this Agreement.

ADP	Current price	New price
100-149	$2.743	$3.323
150-199	$2.076	$2.656
200-249	$1.743	$2.323
250-299	$1.542	$2.122
300-349	$1.409	$1.989
400-449	$1.314	$1.894
450-499	$1.187	$1.767
500-549	$1.142	$1.722
550-599	$1.106	$1.686
600-649	$1.076	$1.656
650-700+	$1.050	$1.630

Client Signature	Aramark Signature
Name, Title, and Date	Name, Title, and Date
	David Lauria, Regional Vice President February 5, 2021

2/5/2021 12:54 PM

DocuSign Envelope ID: ABA304C2-8BAB-47A8-9A6C-83D4AA1C862C

SCOPE CHANGE APPROVAL FORM DUE TO THE CORONAVIRUS

Aramark and Client are facing new and uncertain challenges in reacting to the rapidly changing information and conditions with respect to the Coronavirus or COVID-19, which impact the services provided by Aramark to Client. This document is meant to reflect the changes noted below to the current agreement between Aramark and Client.

Client Name & Address: **Williamson County, Texas** **Williamson County Judge** **710 S. Main Street, Ste. 101** **Georgetown, TX 78626** **Williamson County Sheriff** **508 S. Rock Street** **Georgetown, TX 78626** **Client Contact:** Chief Randolph Doyer **Title: Chief Doyer** **Telephone:** Office – 512-943-1365 **Email:** rdoyer@wilco.org **Services Provided by Aramark: Food only**	**Aramark Team**	
	Region Vice President	David Lauria
	District Manager	Patrick Templin
	Front Line Manager	Jaime Salinas
	Requester Name & Telephone	
	Jaime Salinas Work – 512-863-4329 Cell – 512-736-0508	

SCOPE CHANGE REQUEST

Additional Services/Modified Services:

Facilities that this Scope Change Request applies to:

Williamson County Adult Detention Center, 306 West 4th Street, Georgetown, TX 78626. Material adverse change in operations in the contract. This clause expressly refers to a drop in population.

Description of additional or modified services:

The terms of this Scope Change Request as set forth herein, amend the Jail Inmate Food Service Contract for the Williamson County Jail, which was entered into by the County of Williamson, Texas ("**County**") and Aramark Correctional Services, LLC ("**Aramark**") for the management of food service operation at the Facility stated above, and effective on August 1, 2016 (as amended, the "**Agreement**"). Pursuant to Section 38 of the Agreement, which permits modification of the Agreement, including an adjustment to Aramark's price per meal, to offset the impact of a decrease in the Facility's inmate population, the County and Aramark desire to amend the Agreement to revise and update the meal pricing scale to account for changes in the population at the Facility, as more particularly described herein.

DocuSign Envelope ID: ABA304C2-8BAB-47A8-9A6C-83D4AA1C862C

Description of timing/effective date of additional or modified services:

The adjustments to Aramark's price per meal, as more particularly described herein, are effective as of August 1, 2020

Description of financial impact/billing process for additional or modified services:

The parties agree that, due to the drop in adult inmate population, the applicable price per meal for each adult inmate in the Facility charged to the County by Aramark shall be changed as set forth below, and shall supersede in all respects the prior price per meal for adult inmates in any other prior agreements between the parties.

Population Low	Population High				Inmate Price
100	149				$ 2.743
150	199				$ 2.076
200	249				$ 1.743
250	299				$ 1.542
300	349				$ 1.409
350	399				$ 1.314
400	449				$ 1.242
450	499				$ 1.187
500	549				$ 1.142
550	599				$ 1.106
600	649				$ 1.076
650	699				$ 1.050

In the event that the population drops below 100, the County and Aramark shall promptly negotiate in good faith to determine an equitable adjustment in the inmate meal rates to compensate Aramark for the effect of such decline.

Client Signature	Aramark Signature
Judge Bill Gravell Jr. Judge Bill Gravell Jr. (Jul 21, 2020 16:18 CDT)	DocuSigned by: F8D654C2EF504E8...
Name, Title, and Date	**Name, Title, and Date**
Judge Bill Gravell Jr. County Judge Jul 21, 2020	Mark Adams VP Finance 7/8/2020

7/8/2020 2:50 PM

Agenda Item #34 7-21-2020 (Contract Scope Change Aramark Jail COVID-19)

Final Audit Report 2020-07-21

Created:	2020-07-21
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6YAdi47Vs5l2Zz7QGz7ersA_CxG03X5g

"Agenda Item #34 7-21-2020 (Contract Scope Change Aramark Jail COVID-19)" History

Document digitally presigned by DocuSign\, Inc. (techops@docusign.com)
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Amendment No. 3

Jail Inmate Food Service Contract for the Williamson County Jail Facility

THIS AMENDMENT NO. 3 (the "Amendment"), is entered into this _____ day of July, 2020 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia, PA 19103.

WHEREAS, on August 1, 2016, the parties entered into an Operating Agreement for the management of the food service operation at the Williamson County Jail, (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food and commodities; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** In accordance with Paragraphs 33 and 34 of the Agreement, the parties agree to extend the term for an additional 12 months from August 1, 2020 through July 31, 2021.

2. **Pricing:** In accordance with Paragraphs 34 and 38 of the Agreement, the parties agree that the price per meal and price per snack charged to the County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index and menu changes. This price shall be effective from August 1, 2020 through July 31, 2021.

3. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: DocuSigned by: _____
F8D654C2EF504E8...
Mark R. Adams
Vice President, Finance
7/8/2020

County of Williamson
State of Texas

By: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Jul 21, 2020 16:15 CDT)
Name: Judge Bill Gravell Jr.
Title: County Judge

DocuSign Envelope ID: F5BAC748-B3DB-40BE-99E0-A9DB77E6F1A7

Attachment A

Williamson County, Texas

Effective August 1, 2020 through July 31, 2021

Price Per Meal: $1.05

Price Per Snack: $0.516

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SCOPE CHANGE APPROVAL FORM DUE TO THE CORONAVIRUS

Aramark and Client are facing new and uncertain challenges in reacting to the rapidly changing information and conditions with respect to the Coronavirus or COVID-19, which impact the services provided by Aramark to Client. This document is meant to reflect the changes noted below to the current agreement between Aramark and Client.

Client Name & Address: **Williamson County, Texas** **Williamson County Judge** **710 S. Main Street, Ste. 101** **Georgetown, TX 78626** **Williamson County Sheriff** **508 S. Rock Street** **Georgetown, TX 78626** **Client Contact:** Chief Randolph Doyer **Title: Chief Doyer** **Telephone:** Office – 512-943-1365 **Email:** rdoyer@wilco.org **Services Provided by Aramark: Food only**	**Aramark Team**	
	Region Vice President	David Lauria
	District Manager	Patrick Templin
	Front Line Manager	Jaime Salinas
	Requester Name & Telephone	
	Jaime Salinas Work – 512-863-4329 Cell – 512-736-0508	

SCOPE CHANGE REQUEST

Additional Services/Modified Services:

Facilities that this Scope Change Request applies to:

Williamson County Adult Detention Center, 306 West 4th Street, Georgetown, TX 78626. Material adverse change in operations in the contract. This clause expressly refers to a drop in population.

Description of additional or modified services:

The terms of this Scope Change Request as set forth herein, amend the Jail Inmate Food Service Contract for the Williamson County Jail, which was entered into by the County of Williamson, Texas ("**County**") and Aramark Correctional Services, LLC ("**Aramark**") for the management of food service operation at the Facility stated above, and effective on August 1, 2016 (as amended, the "**Agreement**"). Pursuant to Section 38 of the Agreement, which permits modification of the Agreement, including an adjustment to Aramark's price per meal, to offset the impact of a decrease in the Facility's inmate population, the County and Aramark desire to amend the Agreement to revise and update the meal pricing scale to account for changes in the population at the Facility, as more particularly described herein.

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Description of timing/effective date of additional or modified services:

The adjustments to Aramark's price per meal, as more particularly described herein, are effective as of August 1, 2020

Description of financial impact/billing process for additional or modified services:

The parties agree that, due to the drop in adult inmate population, the applicable price per meal for each adult inmate in the Facility charged to the County by Aramark shall be changed as set forth below, and shall supersede in all respects the prior price per meal for adult inmates in any other prior agreements between the parties.

Population Low	Population High				Inmate Price
100	149				$ 2.743
150	199				$ 2.076
200	249				$ 1.743
250	299				$ 1.542
300	349				$ 1.409
350	399				$ 1.314
400	449				$ 1.242
450	499				$ 1.187
500	549				$ 1.142
550	599				$ 1.106
600	649				$ 1.076
650	699				$ 1.050

In the event that the population drops below 100, the County and Aramark shall promptly negotiate in good faith to determine an equitable adjustment in the inmate meal rates to compensate Aramark for the effect of such decline.

Client Signature	Aramark Signature
Judge Bill Gravell Jr. Judge Bill Gravell Jr. (Jul 21, 2020 16:18 CDT)	DocuSigned by: F8D654C2EF504E8...
Name, Title, and Date	**Name, Title, and Date**
Judge Bill Gravell Jr. County Judge Jul 21, 2020	Mark Adams VP Finance 7/8/2020

7/8/2020 2:50 PM

Amendment No. 1
Jail Inmate Food Service Contract for the Williamson County Jail Facility

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this 11th day of December, 2018 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at the Aramark Tower, 1101 Market Street, Philadelphia, PA 19107 ("Aramark").

WHEREAS, on August 1, 2016, the parties entered into an Operating Agreement for the management of the food service operation at the Williamson County Jail, (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth, effective as of December 11, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Pricing:** The Parties agree that Paragraph 9 shall be deleted in its entirety and replaced with the following:

County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner), Per Day – Meals Prepared in Jail Kitchen: $0.96; and

2. Two (2) Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: $0.50.

2. **Maintenance:** The Parties agree that Paragraph 29 shall be amended and deleted in its entirety with the following:

All equipment maintenance costs, including preventative maintenance costs, shall be borne the Vendor.

3. **Meal Service:** The Parties agree that paragraph 25 shall be amended and deleted in its entirety with the following:

Vendor agrees to provide meal service to inmates at the agreed upon price as stated in Paragraph 9.

4. Effect of Amendment: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____
Mark R. Adams
Vice President, Finance

County of Williams
State of Texas

By: _____

JAIL INMATE FOOD SERVICE CONTRACT FOR THE WILLIAMSON COUNTY JAIL FACILITY

This Jail Inmate Food Service Contract for the Williamson County Jail (the "Contract") is between the vendor identified and set forth on the signature page below, hereinafter referred to as "Vendor" and Williamson County, Texas (the "County").

1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail (the "Jail").

2. Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.

3. Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.

4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change meal times at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.

5. Except as otherwise set out herein, food for the Jail inmates shall be prepared in the Jail kitchen facility. During the term of the Contract, County intends to construct improvements to the Jail facility and such improvements will be made to the Jail kitchen during the construction. The Vendor must provide a provision for the preparation of meals outside the Jail kitchen facility during the construction on a temporary basis while the Jail kitchen facility is undergoing extensive renovations. The provision and preparation of meals outside of the Jail kitchen during construction may be provided by either mobile transport of meals to the Jail facilities or through the use of a temporary meal preparation facility provided by the Vendor. Any temporary kitchen may be located on the County's property within one city block of the Jail. Water and Wastewater hook ups will be provided during the operation of the temporary meal preparation facility.

6. During construction on the Jail kitchen facilities and while Vendor prepares meals outside of the Jail kitchen, the Vendor must comply with all terms and conditions of this Contract in the same manner that is required when utilizing the Jail kitchen. Furthermore, the temporary preparation of meals outside of the Jail kitchen must include provisions for cleaning and sanitation as required by the Williamson County Health Department and in the same manner as is required for preparation of meals inside the Jail kitchen.

7. During construction on the Jail kitchen, meals must be delivered from the temporary facility or mobile transport to a secure area in the Jail, as directed by County Jail personnel. Inmate trustee labor will be available once the meals are delivered by the vendor to the interior secure area of the Jail. Inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.

8. Vendor shall provide the temporary meal preparation facility or by mobile transport for the duration of the Jail kitchen construction. The County currently estimates the Jail kitchen construction will take approximately 90-120 business days.

9. County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:

A. During Jail Kitchen Construction (temporary meal/snack preparation facility or by mobile transport):

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner) – During Jail Kitchen Construction (temporary meal preparation facility or by mobile transport): **$1.725**; and
2. Per Person, Per **Dietary Snack** – During Jail Kitchen Construction (snacks prepared in temporary meal preparation facility or by mobile transport): **$0.50**.

B. During Use of Jail Kitchen:

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner), Per Day – Meals Prepared in Jail Kitchen: **$0.91**; and
2. Per Person, Per **Dietary Snack** – Snacks Prepared in Jail Kitchen: **$0.50**.

10. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.

11. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.

12. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this Contract shall be available for a period of thirty-six (36) months after the close of the County's fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.

13. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.

14. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.

15. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.

16. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.

17. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.

18. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.

19. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.

20. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.

21. Indemnification:

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED AT THE JAIL OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

22. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least $100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of $1,500,000.00 per occurrence, property damages insurance in the amount of $1,500,000.00 per occurrence.

23. Vendor agrees that Williamson County shall be named as an additional insured party on the General Liability Insurance, be provided with a waived subrogation, and be provided with certificates of insurance evidencing the above insurance. Any insurance provided by Vendor (Additional Insured or Otherwise) shall only cover losses for which Vendor is legally liable;

such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County. Both Vendor and County waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

24. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this contract in the amount of fifty thousand dollars ($50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this Contract.

25. Vendor agrees to provide meal service to inmates at the agreed upon price, and acknowledges that due to conditions beyond control by the County, County facilities may not be available for Vendor's use at some point in time in the future.

26. Vendor agrees that the services to be provided, under this Contract, are vital to County and must be continued without interruption and that upon expiration of this Contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

27. Vendor agrees that this Contract is not assignable without the express written consent of the Commissioner's Court of Williamson County. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.

28. County agrees to assist vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this Contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.

29. Except during construction on the Jail kitchen, County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this Contract. County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied as to their availability, and Vendor acknowledges that vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. All equipment maintenance costs, including preventative maintenance costs, shall be borne by the County. Vendor shall pay County a maintenance fee in the amount of Two Thousand US Dollars ($2,000.00) per month within 30 days after the end of each month, unless otherwise agreed by the parties. The County's maintenance department shall be notified of all necessary equipment maintenance, and vendor shall provide to the County Maintenance Supervisor, a schedule for preventative maintenance on all kitchen equipment owned by the County, and used by the Vendor.

30. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food other than a temporary food preparation facility that is located adjacent to the Jail during construction on the Jail kitchen.

31. County agrees to provide pest control for all areas within the Jail, including those areas utilized by Vendor in performance of this Contract, and to maintain adequate security of all

food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.

32. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY. As set out herein above and in addition to the foregoing, inmate trustee labor will be available once the meals are delivered by the Vendor to the interior secure area of the Jail during construction on the Jail kitchen and inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.

33. Subject to the termination rights set out herein, this Contract between County and Vendor shall be in force from August 1, 2016 until July 31, 2019 (the "Initial Term").

34. At the end of the Initial Term, the Commissioners Court of Williamson County reserves the right to extend this Contract for up to two (2) additional twelve (12) month extension terms, by mutual agreement of both parties, as it deems to be in the best interest of the County. The terms and conditions for any extension term shall remain the same with a price adjustment at renewal time for no more than the consumer price index, the Consumer Price Index, All Urban Consumers (CPI-I), U.S. City Average, Food Away From Home Index, unadjusted, 12-months, as published by the US Department of Labor for that year. Such adjustments shall be calculated using the index for the month of December preceding the beginning of the new 12-month extension and shall be effective as to the new 12-month extension term provided same is approved in advance by the Commissioners Court of Williamson County. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.

35. Each party to this Contract reserves the right to terminate this Contract upon sixty (60) calendar day's written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract prior to such termination. In the event County pays for the cost of supplies or materials obtained for use under this Contract up to the effective date of termination, said supplies or materials shall become the property of Williamson County and shall be delivered to the Jail.

36. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this Contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned.

37. Vendor understands that to the extent that County provides equipment for preparation of food for inmates, such equipment, if used, shall be used for food preparation for County inmates only.

38. The financial arrangements in this Contract are based on conditions existing as of the effective date of the Contract including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Vendor's control, including, but not limited to, a change in the scope of Vendor's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Vendor's control, then Vendor shall give County written notice of such increase or change, and within thirty (30)

calendar days after such notice, Vendor and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Vendor's price per meal, modifications to the menu, or modifications to Vendor's scope of services.

39. Miscellaneous:

a. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Contract. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

b. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Contract will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Contract is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Contract and be deemed to be validated and enforceable.

c. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

d. The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

e. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

County: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
508 S. Rock Street
Georgetown, Texas 78626

Vendor: Aramark Correctional Services, LLC
Attn: Vice President, Finance
1101 Market Street
Philadelphia, PA 19107

f. Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Vendor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

g. Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

h. Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

i. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

j. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

k. Vendor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that County shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Vendor reasonable advance notice of intended audits.

l. The obligations of the Parties under this Contract do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

m. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Vendor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Vendor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

n. The parties to this Contract each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract and to bind such party to its terms. Each person executing this Contract on behalf of a party warrants that he or she is duly authorized to enter into this Contract on behalf of such party and to bind it to the terms hereof.

o. As a duly authorized representative of Vendor, I acknowledge by my signature below that I have read and understand the above paragraphs and that Vendor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

p. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

SIGNED to be effective the 1st DAY OF August, 2016.

Williamson County, Texas (County):

JUDGE DAN GATTIS
WILLIAMSON COUNTY JUDGE

Aramark Correctional Services, LLC (Vendor):

By: _____
Printed Name: Mark R. Adams
Title: Vice President, Finance

Commissioners Court - Regular Session **16.**

Meeting Date: 02/23/2021

Juvenile Justice Center RTU Replacement (P533) ODR for Angel Gomez

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Juvenile Justice Center RTU Replacement Project (P533) for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

A request is being made for this authority due to the nature of performing contract work within the Juvenile Justice Center and the necessity of an uninterrupted workflow to allow for continuity of schedules between staff and the contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to $50,000.00. Angel Gomez will be serving as the Project Manager on the project. Any change orders that are approved by Angel Gomez will be placed on the Commissioners Court's agenda the following week.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/12/2021 11:11 AM
Form Started By: Wendy Danzoy		Started On: 02/11/2021 11:59 AM
Final Approval Date: 02/12/2021		

Commissioners Court - Regular Session **17.**

Meeting Date: 02/23/2021

Authorize Purchase of Inner Loop 616 Furniture Installation

Submitted For: Randy Barker **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Quote #LG20-430258 616 /C between TechCenter Design, INC and Williamson County for Inner Loop 616 Furniture Install in the amount of $69,286.24 pursuant to Sourcewell Contract #OT53838BZ1 #121919-KII and authorizing execution of the Service Agreement. Funding Source P434.

Background

This is for Modular Furniture and Install located at Inner Loop 616. Dwayne Gossett is the point of contact for this transaction; funding was approved in the FY20 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/11/2021 10:38 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 11:56 AM
Form Started By: Kim Chappius		Started On: 02/09/2021 12:06 PM
Final Approval Date: 02/11/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR FURNITURE INSTALLATION AND RELATED SERVICES FOR INNER LOOP ANNEX 616

(Sourcewell Coop Cont. #121919-KII)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **TechCenter Design, Inc.**, **(hereinafter "Service Provider")**, P.O. Box 91705, Austin, TX 78709 (ph. 512-407-8447). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Statement of Work/Quote, dated December 10, 2020, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $$69,286.24.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quote (#LG20--430258 616/C), dated December 10, 2020, which is incorporated herein as if copied in full;

B. Sourcewell RFP and Contract # #121919-KII, including addenda and related documents; and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

INNER LOOP ALLEY 616 $69,286.24
LG20-430258-616C

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2021

SERVICE PROVIDER:

Loretta Gray-Guthrie
Authorized Signature

LORETTA GRAY-GUTHRIE
Printed Name

Date: 2/9 ___, 2021

Exhibit(s)
Statement of Work/Quote dated December 10, 2020



QUOTATION: LG20-430258 616/C

Wilco InnerLoop 616

CREATED 12/3/2020 | REVISED 12/10/2020 | Valid Through 3/3/2021

TechCenter Design, Inc.
Furniture for Technology, Healthcare and Education

QUOTATION

Wilco InnerLoop 616

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options*

* TBDs exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.

Quote Number: LG20-430258 616/C

CREATED 12/3/2020 | REVISED 12/10/2020 | **Valid Through 3/3/2021**

PRODUCT TOTALS	$69,286.24
See Quote Detail Summary	$0.00
GRAND TOTAL	**$69,286.24**

Contract Information:
OT53838BZ1 Sourcewell (Formally NJPA) #121919-KII -Delv/Inst

Requested Delivery Date: To be Determined

Sold To
To be Determined

End User
To be Determined

Ship To
To be Determined

Installation
To be Determined

Sales Team:

Loretta Gray
Dealer Rep
Loretta@techcenterdesign.com
(512) 407-8447





Client Notes:

QUOTATION

CREATED	**12/3/2020**
VALID THROUGH	**3/3/2021**
Prepared By	Loretta Gray
Quote Filename	Wilco InnerLoop 616 - LG20-430258 616/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
1.1	**AC8IF.108.PI**	Pirouette Activ8 Infeed (not compatible w/GFCI outlet)	8	$307.00	$2,456.00	39.000	$187.27	**$1,498.16**	
		Painted Surface Finish — Black — /BL							
		MK: 616 Training **Lead Time: 2 - 4 Weeks; Ships from BONDUEL, WI** **Please Note: Leadtime calculated on 12/10/2020 and is subject to change.**							
1.2	**AC8JP.29**	Activ8 Jumper 29" Long	24	$69.00	$1,656.00	39.000	$42.09	**$1,010.16**	
									
		MK: 616 Training **Lead Time: 4 - 6 Weeks; Ships from BONDUEL, WI** **Please Note: Leadtime calculated on 12/10/2020 and is subject to change.**							
1.3	**SNNAU**	Strive Nesting Armless Chair,Uphol Seat	64	$500.00	$32,000.00	39.000	$305.00	**$19,520.00**	
		Frame Color — Black — /BL Upholstery Grade/Color — Compliance to TB 117-2013 — /NFR Upholstery Grade/Color — Fabric Grade 1 — GRD1 G1 Fabric — 1K SKYLINE — 1KUPHSKYLINE 1K SKYLINE — BLACK — /1KBN Poly Seat & Back Color — No Fire Retardant — -NFR Poly Seat & Back Color — Black — /PBL Base Option — Carpet casters (black only) — /C							
		MK: 616 Training **Lead Time: 3 - 5 Weeks; Ships from GREEN BAY, WI** **Please Note: Leadtime calculated on 12/10/2020 and is subject to change.**							
1.4	**PANR2472T-74P S20288181**	*Modified-Pirouette,Nesting Training w/Activ8,Rectangular,24x72",74P Edge	32	$2,421.00	$77,472.00	39.000	$1,476.81	**$47,257.92**	?
		Edge Color — Black edge — /EBL Grommet/PowerUp Option — NA — NA Worksurface/top - Power Module (with cutout) — VUN-2 Activ8 Villa Modules with USB (no Under Table Activ8) - Includes (1) jumper (AC8JP.Length) Loc L2D — *Modified Modesty Panel — No modesty panel — /NMP Laminate — KI Laminates — Standard KI Laminates — GREY LAM 1500-60 — /LGE Leg Finish — Black — /BL Casters/Glides — 4 casters — /4EC Finish - Paint finish — Standard Villa Grommet Color — TBD<< Please note: A trough, velcro wire managers, gangers and all Activ8 accessories (excluding infeed kits and table-to table jumpe — External Note							
		MK: 616 Training **Lead Time: 2 - 4 Weeks; Ships from BONDUEL, WI** **Please Note: Leadtime calculated on 12/10/2020 and is subject to change.**							
							WorkGroup Product Subtotal	**$69,286.24**	

Quote Summary

Product SubTotal:	**$69,286.24**
Estimated Sales Tax:	**See Notes**
Quote Total:	**$69,286.24**

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.
- This project contains non-standard items which are not returnable and not cancelable. The warranty on non-standard product that alters function is 1 year. The warranty on non-standard product that does not alter function, but only finish (i.e., paint or plastic color, laminate, grommet removal) matches that of the standard product. Modification to U.L. Listed products eliminates the listing. Product will not have U.L Listing labels unless specifically spelled out on this quote.

PROJECT LEAD TIME SUMMARY:

- Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.

Shipping Location	MFG Lead Time Range
GREEN BAY, WI	3 - 5 Weeks
BONDUEL, WI	4 - 6 Weeks

- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Loretta Gray
Market Code: 9=9=State/Local Gov't

Opportunity #:

Quote Filename: Wilco InnerLoop 616 - LG20-430258 616

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
   KI
   1330 Bellevue Street
   Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

Commissioners Court - Regular Session **18.**

Meeting Date: 02/23/2021

HNTB 70391 WA2 SA1 Road Bond GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between HNTB Corporation and Williamson County dated December 17, 2019 for Annual Fiscal Year Work Authorization. The funding source is Road Bonds.

Background

This supplemental is to increase the maximum amount payable from $8,093,357.00 to $10,087,256.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 70391 WA2 SA1 Road Bond GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/19/2021 09:00 AM
County Judge Exec Asst.	Andrea Schiele	02/19/2021 10:20 AM
Form Started By: Vicky Edwards		Started On: 02/18/2021 10:50 AM
Final Approval Date: 02/19/2021		

DocuSign Envelope ID: C13AB8BF-7D1F-4D97-BC7E-B9C816D5DE4E

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

ANNUAL FISCAL YEAR WORK AUTHORIZATION

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 17, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. **2** dated effective **September 15**, **2020** (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$8,093,357.00** to **$10,087,256**. The supplemental Fee Schedule for this increase is attached hereto as Exhibit "D" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

DocuSign Envelope ID: C13AB8BF-7D1F-4D97-BC7E-B9C816D5DE4E

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: DocuSigned by: Michelle Dippel DA5206102E25426...	By: _____
Signature	Signature
Michelle R. Dippel	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
2/18/2021	_____
Date	Date

LIST OF ATTACHMENTS

Exhibit D-1: Supplemental Fee Schedule

DocuSign Envelope ID: C13AB8BF-7D1F-4D97-BC7E-B9C816D5DE4E

Williamson County Road and Bridge
General Engineering Consultant

EXHIBIT D-1
SUPPLEMENTAL FEE SCHEDULE

Contract No. 70391
Supplemental No. 1
Work Authorization No. 2

	Principal	Sr. Financial Advisor	Sr. Project Advisor	Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	CADD Technician	Principal Planner	Sr. Environmental Specialist	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	Sr. GIS Analyst	GIS Analyst	Sr. Public Involvement Representative	Public Involvement Representative	Sr. Urban Planner	Urban Planner	Sr. ROW Agent
CR 401, 402, 404 IMPROVEMENT PROJECTS																									
CR 401 PH1 - EXTENSION	-	-	-	65	-	-	-	241	227	275	-	-	18	-	-	-	-	-	-	-	-	-	-	-	-
CR 401 PH2 - IMPROVEMENTS	-	-	-	85	-	-	-	1,592	735	1,359	911	-	429	-	80	200	376	164	8	160	-	-	-	-	-
CR404 IMPROVEMENTS	-	-	-	166	-	-	-	1,397	368	711	416	-	253	-	80	200	376	164	8	160	-	-	-	-	-
CR 401, CR 402 and CR 404 OVERLAYS	-	-	-	23	-	-	-	203	154	13	75	-	46	-	-	-	-	-	-	-	-	-	-	-	-
US79-CR402 and CR404-CR973 SIGNALS	-	-	-	14	-	-	-	294	42	37	-	-	133	-	-	-	-	-	-	-	-	-	-	-	-
WORK AUTHORIZATION TOTALS	-	-	-	353	-	-	-	3,727	1,526	2,395	1,402	-	879	-	160	400	752	328	16	320	-	-	-	-	-
BILLING RATES	$ 364	$ 344	$ 329	$ 287	$ 277	$ 225	$ 202	$ 202	$ 172	$ 136	$ 111	$ 162	$ 81	$ 251	$ 248	$ 200	$ 157	$ 116	$ 176	$ 121	$ 118	$ 101	$ 198	$ 113	$ 190
TOTAL HNTB LABOR	$ -	$ -	$ -	$ 101,311	$ -	$ -	$ -	$ 752,854	$ 262,472	$ 325,720	$ 155,622	$ -	$ 71,159	$ -	$ 39,680	$ 80,000	$ 118,064	$ 38,048	$ 2,816	$ 38,720	$ -	$ -	$ -	$ -	$ -
HNTB Fee																									
CR 401, 402, 404 IMPROVEMENT PROJECTS																									
SUBTOTAL																									
JOB TOTALS																									

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	ROW Agent	Sr. Construction Manager	Construction Manager	Sr. Construction Representative	Construction Representative III	Construction Representative II	Construction Representative	Sr. Developer	Developer II	Developer	Sr. Business Manager	Business Manager	Sr. Project Analyst	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	**TOTALS**
CR 401, 402, 404 IMPROVEMENT PROJECTS																						
CR 401 PH1 - EXTENSION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	826
CR 401 PH2 - IMPROVEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,099
CR404 IMPROVEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,299
CR 401, CR 402 and CR 404 OVERLAYS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	514
US79-CR402 and CR404-CR973 SIGNALS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	520
WORK AUTHORIZATION TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,258
BILLING RATES	$ 146	$ 190	$ 167	$ 157	$ 137	$ 127	$ 91	$ 174	$ 152	$ 113	$ 200	$ 152	$ 142	$ 97	$ 162	$ 146	$ 91	$ 202	$ 160	$ 77	$ 76	
TOTAL HNTB LABOR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,986,466

	Total Hours	Expenses Print/Repro	Expenses Travel	Labor	Subconsultant Fees	**TOTAL FEE**
HNTB Fee						
CR 401, 402, 404 IMPROVEMENT PROJECTS	826	$ 3,107	$ 4,326	$ 1,986,466	$ -	$ 1,993,899
SUBTOTAL	**826**					**$ 1,993,899**
JOB TOTALS	826	$ 3,107	$ 4,326	$ 1,986,466	$ -	$ 1,993,899

Commissioners Court - Regular Session **19.**

Meeting Date: 02/23/2021

Advertisement Approval T3171 IFB Corrugated Metal Piping

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Corrugated Metal Piping under IFB #T3171.

Background

Williamson County is seeking qualified companies to provide Corrugated Metal Pipe per Item 460 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. The contract duration is for one (1) year with two (2) annual renewal options. Estimated contract amount is $300,000.00.The department point of contact is Terron Evertson. This expenditure will be charged to 01.0200.0210.003597. Funding was approved in the FY2021 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/11/2021 10:32 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 12:00 PM
Form Started By: Andrew Portillo		Started On: 02/10/2021 09:30 AM
Final Approval Date: 02/11/2021		

Commissioners Court - Regular Session **20.**

Meeting Date: 02/23/2021

Accept corrected Spreadsheet to T2526 IFB Striping

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting the corrected spreadsheet for DIJ Construction, INC for IFB #T2526, awarded on the 12.22.2020 agenda (Agenda Item #50).

Background

On the Excel Spreadsheet, Item 47 Pavement Sealer 18" 500 LF TYI (thermo, 90mil) unit price, under DIJ Construction, INC should read $1.75 instead of $175.00. Attached is the corrected spreadsheet with the correction in bold print.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corrected Spreadsheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/11/2021 10:53 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 12:02 PM

Form Started By: Johnny Grimaldo Started On: 02/11/2021 08:36 AM

Final Approval Date: 02/11/2021

IFB T2526 Striping- Williamson County

12.07.2020

Item #	BID ITEM DESCRIPTION	Est Qty	UNIT	DIJ Construction, INC		Flasher Equipment Co		*TRP Construction
				TY II (PAINT) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE	TY II (PAINT) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE	
	RETRACE STRIPING							
1	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.10	$ 0.33	$ 0.20	$ 0.42	
2	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.12	$ 0.32	$ 0.25	$ 0.50	
3	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.12	$ 0.33	$ 0.20	$ 0.42	
4	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.12	$ 0.39	$ 0.25	$ 0.50	
5	REFL PAV MRK (W) 4" (PROFILE)	10000	LF	$ 0.01	$ 0.65	$ 0.25	$ 0.70	
6	REFL PAV MRK (Y) 4" (PROFILE)	15000	LF	$ 0.01	$ 0.65	$ 0.25	$ 0.70	
7	REF PAV MRK (W) (ARROW)	150	EA	$ 35.00	$ 80.00	$ 65.00	$ 110.00	
8	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 35.00	$ 85.00	$ 97.00	$ 185.00	
9	REFL PAV MRK (Y) 8"(SLD)	9000	LF	$ 0.24	$ 0.30	$ 0.44	$ 0.67	
10	REFL PAV MRK (W) 8"(SLD)	9000	LF	$ 0.24	$ 0.60	$ 0.44	$ 0.67	
11	REFL PAV MRK (Y) 12"(SLD)	5000	LF	$ 0.75	$ 2.50	$ 1.40	$ 2.40	
12	REFL PAV MRK (W) 12"(SLD)	5000	LF	$ 1.00	$ 3.95	$ 1.40	$ 2.40	
	NEW STRIPING							
13	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.16	$ 0.34	$ 0.20	$ 0.45	
14	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.10	$ 0.33	$ 0.25	$ 0.50	
15	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.15	$ 0.34	$ 0.20	$ 0.45	
16	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.16	$ 0.40	$ 0.25	$ 0.50	
17	REFL PAV (W) 4" (PROFILE)	10000	LF	$ 0.01	$ 0.65	$ 0.25	$ 0.68	
18	REFL PAV (Y) 4" (PROFILE)	15000	LF	$ 0.01	$ 0.65	$ 0.25	$ 0.68	
19	REF PAV MRK (W) (ARROW)	150	EA	$ 37.00	$ 85.00	$ 65.00	$ 110.00	
20	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 40.00	$ 95.00	$ 97.00	$ 185.00	
21	REFL PAV MRK (Y) 8"(SLD)	12500	LF	$ 0.20	$ 0.40	$ 0.44	$ 0.74	
22	REFL PAV MRK (W) 8"(SLD)	12500	LF	$ 0.32	$ 0.65	$ 0.44	$ 0.74	
23	REFL PAV MRK (Y) 12"(SLD)	10000	LF	$ 0.75	$ 1.50	$ 1.40	$ 2.40	

24	REFL PAV MRK (W) 12"(SLD)	10000	LF	$ 1.00	$ 3.00	$ 1.40	$ 2.40
25	REF PAV MRK (W) 18" (YLD TRI)	100	EA	$ 10.00	$ 20.00	$ 22.00	$ 33.00
26	REF PAV MRK (W) 36" (YLD TRI)	100	EA	$ 10.00	$ 20.00	$ 33.00	$ 42.00
27	REFL PAV MRK (W) (WORD)	40	EA	$ 45.00	$ 140.00	$ 67.00	$ 137.00
28	REFL PAV MRK (W)(RR XING) (X RR)	20	EA	$ 180.00	$ 375.00	$ 333.00	$ 425.00
29	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	20	EA	$ 20.00	$ 60.00	$ 211.00	$ 433.00
30	JIGGLE BAR TILE TY W	100	EA	$ 6.00	$ 6.00	$ 52.00	$ 52.00
31	REFL PAV MRKR TY II (BLUE)	100	EA	$ 4.00	$ 4.00	$ 10.00	$ 10.00
32	REFL PAV MRKR TY II-C-R	5000	EA	$ 2.75	$ 2.75	$ 3.33	$ 3.33
33	REFL PAV MRKR TY I-C	5000	EA	$ 2.75	$ 2.75	$ 3.33	$ 3.33
34	REFL PAV MRKR TY II-A-A	5000	EA	$ 3.10	$ 3.10	$ 3.33	$ 3.33
35	TRAFFIC BUTTON TY Y	200	EA	$ 2.25	$ 2.25	$ 5.00	$ 5.00
36	TRAFFIC BUTTON TY W	200	EA	$ 2.25	$ 2.25	$ 5.00	$ 5.00
37	ELIM EXT PAV MRK & MRKS (4")	2000	LF	$ 0.55	$ 0.65	$ 0.50	$ 0.50
38	ELIM EXT PAV MRK & MRKS (8")	1000	LF	$ 1.00	$ 1.10	$ 0.88	$ 0.88
39	ELIM EXT PAV MRK & MRKS (12")	1000	LF	$ 1.50	$ 3.00	$ 1.75	$ 1.75
40	ELIM EXT PAV MRK & MRKS (SYMBOL)	100	SF	$ 2.00	$ 3.00	$ 5.00	$ 5.00
41	ELIM EXT (RAISED PAVEMENT MARKERS)	1000	EA	$ 0.35	$ 0.60	$ 2.00	$ 2.00
42	RUMBLE STRIP	500	LF	$ 7.00	$ 15.00	$ 17.00	$ 17.00
43	ELIMINATE RUMBLE STRIP	500	LF	$ 7.00	$ 7.00	$ 23.00	$ 23.00
44	PAVEMENT SEALER 4"	5000	LF	$ 0.16	$ 0.16	$ 0.25	$ 0.25
45	PAVEMENT SEALER 8"	500	LF	$ 0.32	$ 0.32	$ 0.50	$ 0.50
46	PAVEMENT SEALER 12"	500	LF	$ 1.50	$ 1.50	$ 1.40	$ 1.40
47	PAVEMENT SEALER 18"	500	LF	$ 1.75	**$ 1.75**	$ 2.00	$ 2.00
48	PAVEMENT SEALER 24"	250	LF	$ 3.00	$ 3.00	$ 2.67	$ 2.67
49	WK ZN PAV MRK SHT TERM (TAB)TY W (REMOVAL ONLY)	5000	EA	$ 0.40	$ 0.40	$ 1.06	$ 1.06
50	WK ZN PAV MRK SHT TERM (TAB)TY Y (REMOVAL ONLY)	5000	EA	$ 0.40	$ 0.40	$ 1.06	$ 1.06

*** TRP Construction Group non reponsive bid submitted**

Commissioners Court - Regular Session **21.**

Meeting Date: 02/23/2021

Preliminary plat for the Northgate Ranch Phase 2 Sections 1-5 subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Northgate Ranch Phase 2, Sections 1-5 subdivision – Precinct 2.

Background

This proposed subdivision consists of 370 single family lots, 19 open space lots and 16,896 linear feet of new public roads on 105.78 acres.

Timeline

2020-09-16 – Initial submittal of the preliminary plat
2020-10-15 – 1st review complete with comments
2020-12-07 – 2nd submittal of preliminary plat
2020-12-22 – 2nd review complete with comments
2021-01-28 – 3rd submittal of preliminary plat
2021-02-03 – 3rd review complete with comments
2021-02-11 – 4th submittal of preliminary plat
2021-02-11 – 4th review complete with comments cleared
2021-02-11 – preliminary plat placed on the February 16, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - Northgate Ranch Ph 2 Sec 1-5

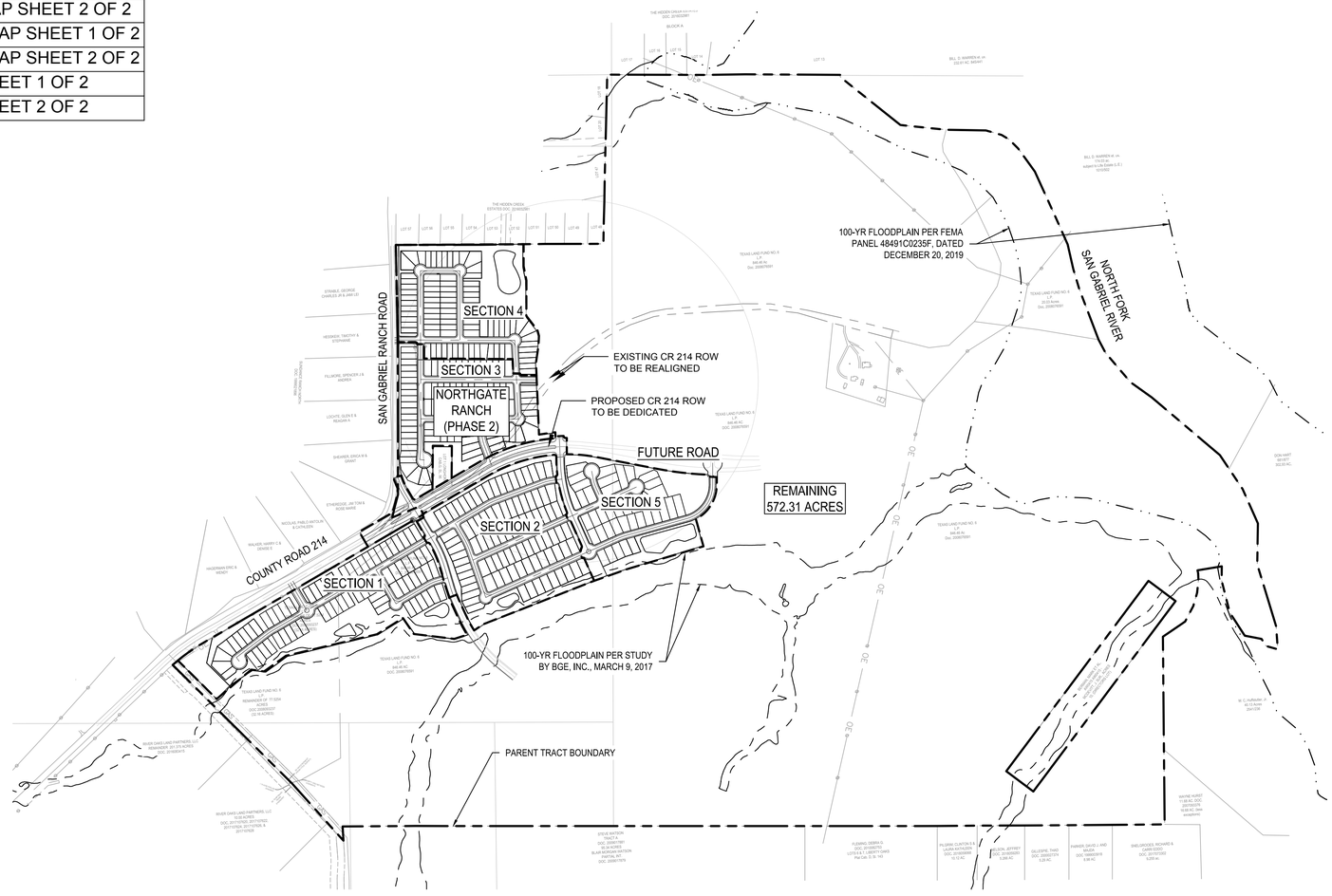
Form Review

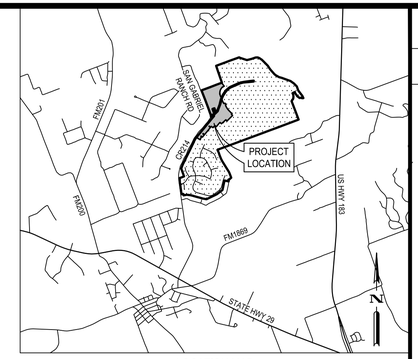
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 11:59 AM
Form Started By: Adam Boatright		Started On: 02/11/2021 11:22 AM
Final Approval Date: 02/11/2021		

NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5

PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

Sheet List Table	
Sheet Number	Sheet Title
1	OVERALL PROPERTY BOUNDARY
2	PRELIMINARY PLAT SHEET 1 OF 2
3	PRELIMINARY PLAT SHEET 2 OF 2
4	EXISTING CONDITIONS
5	EXISTING DRAINAGE AREA MAP SHEET 1 OF 2
6	EXISTING DRAINAGE AREA MAP SHEET 2 OF 2
7	PROPOSED DRAINAGE AREA MAP SHEET 1 OF 2
8	PROPOSED DRAINAGE AREA MAP SHEET 2 OF 2
9	PROPOSED UTILITIES SHEET 1 OF 2
10	PROPOSED UTILITIES SHEET 2 OF 2





LOCATION MAP
SCALE: 1" = 5000'

LEGEND

N

0 250' 500' 1,000'
SCALE: 1" = 500'

PROPERTY BOUNDARY
SECTION BOUNDARY

NOTES:
1. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
2. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 214, SAN GABRIEL RANCH ROAD, THE ADJACENT COUNTY ROADWAYS.
3. THE CONTRACTOR SHALL OBTAIN A "NOTICE OF PROPOSED INSTALLATION OF UTILITY LINE" PERMIT FROM WILLIAMSON COUNTY FOR ANY WORK PERFORMED IN THE EXISTING COUNTY RIGHT-OF-WAY (DRIVEWAY APRON, WATER MAIN TIE-IN, ETC.) THIS PERMIT APPLICATION WILL REQUIRE A LIABILITY AGREEMENT, A CONSTRUCTION COST ESTIMATE FOR WORK WITHIN THE RIGHT-OF-WAY INCLUDING PAVEMENT REPAIR (IF NEEDED), A PERFORMANCE BOND, CONSTRUCTION PLANS AND, IF NECESSARY, A TRAFFIC CONTROL PLAN. AN INSPECTION FEE, AND A RE-CONSTRUCTION MEETING MAY ALSO BE REQUIRED, DEPENDING ON THE SCOPE OF WORK. THE PERMIT WILL BE REVIEWED AND APPROVED BY THE COUNTY ENGINEER AND MUST ALSO BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT IF ANY ROAD CLOSURE IS INVOLVED.
4. NO LOTS MAY BE FURTHER SUBDIVIDED.
5. CROOKED OAK DRIVE SHALL NOT BE EXTENDED BEYOND OPEN SPACE DRAINAGE/POND LOT 13.
6. THE ABANDONMENT AND DEDICATION OF CR 214 ROW SHALL BE DONE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT.
7. THE BUILDING SETBACK LINE ON EXISTING CR 214 SHALL BE 50 FEET FROM THE EDGE OF THE RIGHT-OF-WAY.
8. THE FRONT BUILDING SETBACK LINE ON ALL OTHER PUBLIC ROADS SHALL BE 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY.

OWNERS:
RANDY ROLLO
RIVER OAKS LAND PARTNERS, LLC.
3100 COUNTY ROAD 214
LIBERTY HILL, TX 78642
EMAIL: RROLLO@RANDOLPHTEXAS.COM
PHONE: 512-750-0896

TEXAS LAND FUND NO. 6, LP.
3200 SOUTHWEST FREEWAY
SUITE 3000
HOUSTON, TX 77027

ENGINEER:
JOSEPH YAKLIN
BGE, INC.
101 WEST LOUIS HENNA BLVD,
SUITE 400
AUSTIN, TX 78728
EMAIL: JYAKLIN@BGEINC.COM
PHONE: 512-879-0400

SURVEYOR:
FOREST SURVEYING & MAPPING COMPANY
1002 ASH STREET
GEORGETOWN, TX 78626
512-930-5927

TOTAL NO. OF LOTS: 389
NO. OF BLOCKS: 16
NO. OF 40' LOTS: 84
NO. OF 45' LOTS: 83
NO. OF 50' LOTS: 145
NO. OF 60' LOTS: 58
NO. OF SINGLE FAMILY LOTS: 370
NO. OF OPEN SPACE LOTS: 18

TOTAL LINEAR FOOTAGE OF STREETS: 16,896 LF

ACREAGE THIS PHASE : 105.78 ACRES
ACREAGE ENTIRE SUBDIVISION: 678.09 ACRES

ORIGINAL SUBMITTAL DATE: SEPTEMBER 16, 2020

							APR
							DATE
							DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY: TDM
REVIEWED BY: JAY
DRAWN BY: BAE

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

OVERALL PROPERTY BOUNDARY

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED PROFESSIONAL ENGINEER
2-5-21

SHEET
1 OF 10

G:\TX\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_Prelim\LDI\01_CADD\01_Shts\7576-C-SP-PRLM.dwg Layout: ALL Plotted: 2/5/2021 11:42:19 AM

NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5

PRELIMINARY PLAT

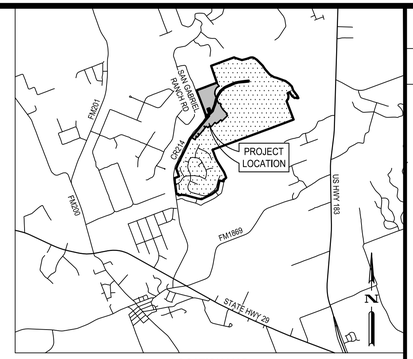
WILLIAMSON COUNTY, TEXAS

STREET DESIGN TABLE								
STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	MAINTENANCE AUTHORITY	DRAINAGE TYPE	SIDEWALK
COUNTY ROAD 214	ARTERIAL	45	1,660'	120' (VARIES)	(2) 27' C&G (W/ MEDIAN)	PUBLIC	CURB & GUTTER	5' BOTH SIDES
SOUTH HEMINGWAY LOOP	COLLECTOR	35	701'	60'	48' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
CROOKED OAK DRIVE	COLLECTOR	35	810'	60'	48' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
SAN GABRIEL RANCH ROAD	COLLECTOR	35	272'	60'	40' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
PLANT LANE	COLLECTOR	35	352'	60'	40' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
MORRELL DRIVE	COLLECTOR	35	235'	60'	40' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
FAULKNER STREET	LOCAL	25	2,783'	50'	33' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
MCDOUGALL PASS	LOCAL	25	718'	50'	33' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
OLD WOODS ROAD	LOCAL	25	804'	50'	33' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
OAK BLOSSOM ROAD	LOCAL	25	2,581'	50'	33' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
SLATER COURT	LOCAL	25	514'	50'	33' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
BAUER LOOP	LOCAL	25	2,189'	50'	33' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
JAGGER COVE	LOCAL	25	243'	50'	33' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
DANIELSON STREET	LOCAL	25	851'	50'	33' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES
LANGHORNE BEND	LOCAL	25	2,183'	50'	33' F-F	PUBLIC	CURB & GUTTER	5' BOTH SIDES

Line Table: Alignments		
LINE	LENGTH	DIRECTION
L1	276.365	N32° 30' 51.81"E
L2	1821.818	N39° 16' 11.21"E
L3	360.914	N49° 10' 40.09"E
L4	79.455	N61° 21' 29.44"E
L5	290.000	N50° 43' 48.79"W
L6	272.638	N39° 16' 11.21"E
L7	81.464	N53° 18' 40.19"E
L8	124.039	S50° 43' 48.79"E
L9	364.375	S39° 21' 23.82"E
L10	804.396	N45° 38' 36.18"E
L11	58.193	S31° 09' 28.02"E
L12	115.946	S44° 21' 23.82"E
L13	1062.525	N45° 38' 36.18"E
L14	456.266	N54° 10' 50.18"E
L15	87.318	S20° 05' 49.47"E
L16	157.838	S40° 26' 46.04"E
L17	1287.074	S20° 23' 41.92"E
L18	290.004	N69° 54' 10.53"E
L19	510.007	S20° 23' 39.02"E
L20	883.248	N69° 54' 10.53"E

Line Table: Alignments		
LINE	LENGTH	DIRECTION
L21	580.703	S22° 55' 03.41"E
L22	718.805	S69° 54' 10.53"W
L23	147.845	S50° 43' 48.79"E
L24	276.788	S50° 43' 48.79"E
L25	147.895	S36° 41' 19.81"E
L26	1411.020	N39° 28' 18.65"E
L27	237.317	S50° 43' 41.69"E
L28	51.732	S14° 26' 58.21"E
L29	851.201	N69° 54' 10.53"E
L30	514.159	N45° 38' 36.18"E
L31	57.003	N20° 23' 52.31"W

Curve Table: Alignments					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C1	6°45'19"	500.00'	58.95'	N35° 53' 31.51"E	58.92'
C2	9°54'29"	500.00'	86.46'	N44° 13' 25.65"E	86.36'
C3	12°10'49"	300.00'	63.78'	N55° 16' 04.77"E	63.66'
C4	14°02'29"	300.00'	73.52'	N46° 17' 25.70"E	73.34'
C5	11°22'25"	525.00'	104.22'	S45° 02' 36.30"E	104.05'
C6	13°11'56"	300.00'	69.11'	S37° 45' 25.92"E	68.96'
C7	8°32'14"	500.00'	74.50'	N49° 54' 43.18"E	74.43'
C8	74°34'42"	260.00'	338.43'	N16° 53' 28.93"E	315.04'
C9	20°20'57"	300.00'	106.55'	S30° 16' 17.76"E	105.99'
C10	14°02'29"	800.00'	196.05'	S43° 42' 34.30"E	195.56'
C11	8°28'54"	1000.00'	148.03'	S40° 55' 46.70"E	147.90'
C12	13°20'56"	1560.00'	363.46'	N32° 47' 50.43"E	362.63'
C13	30°12'38"	1200.00'	632.73'	N54° 22' 30.35"E	625.43'
C14	5°56'44"	500.00'	51.88'	S17° 25' 20.06"E	51.86'
C15	30°17'38"	510.00'	269.65'	S35° 50' 48.05"E	266.52'

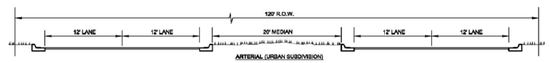


LOCATION MAP
SCALE: 1" = 5000'

LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- BUILDING SETBACK
- PROPOSED SIDEWALK
- 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017
- SECTION BOUNDARY

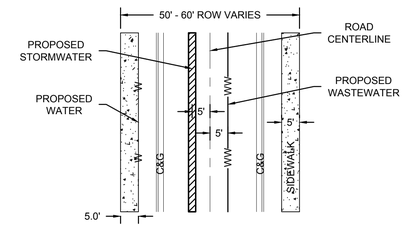
TYPICAL ARTERIAL SECTION



N

0 50' 100' 200'
SCALE: 1" = 100'





TYPICAL UTILITY ASSIGNMENT DETAIL N.T.S.

REV	DESCRIPTION	DATE	APR

DESIGNED BY: TDM
REVIEWED BY: JAY
DRAWN BY: BAE

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT SHEET 1 OF 2

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED PROFESSIONAL ENGINEER
2-24-21

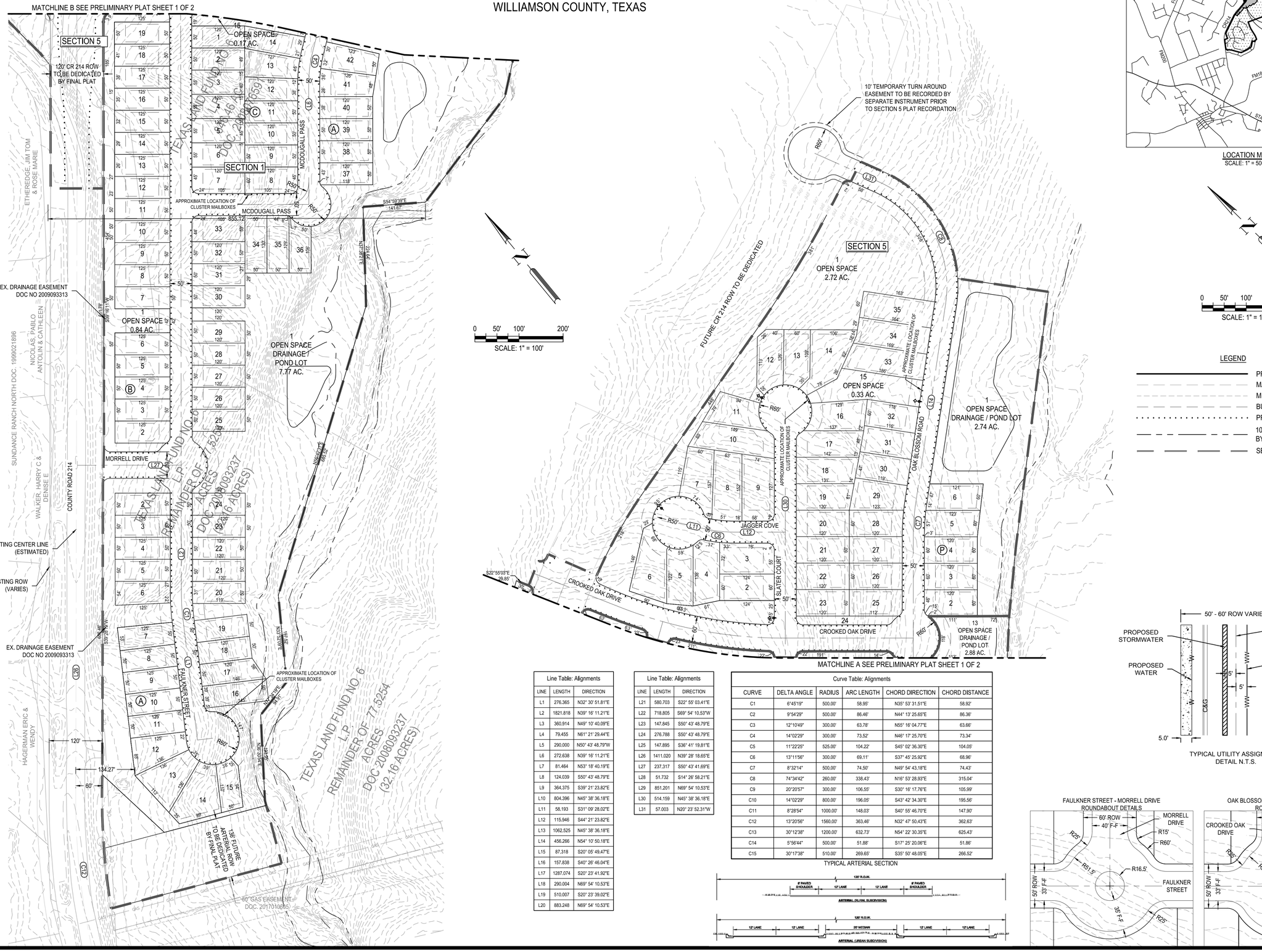
SHEET
2 OF 10

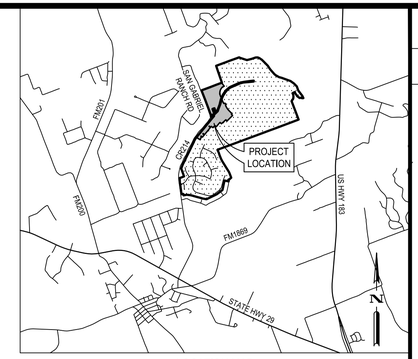
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NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5

PRELIMINARY PLAT

WILLIAMSON COUNTY, TEXAS





LOCATION MAP
SCALE: 1" = 5000'

0 50' 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- BUILDING SETBACK
- PROPOSED SIDEWALK
- 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017
- SECTION BOUNDARY

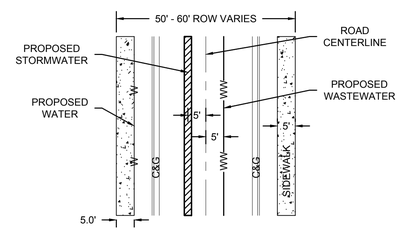
Line Table: Alignments		
LINE	LENGTH	DIRECTION
L1	276.365	N32° 30' 51.81"E
L2	1821.818	N39° 16' 11.21"E
L3	360.914	N49° 10' 40.09"E
L4	79.455	N61° 21' 29.44"E
L5	290.000	N50° 43' 48.79"W
L6	272.638	N39° 16' 11.21"E
L7	81.464	N53° 18' 40.19"E
L8	124.039	S50° 43' 48.79"E
L9	364.375	S39° 21' 23.82"E
L10	804.396	N45° 38' 36.18"E
L11	58.193	S31° 09' 28.02"E
L12	115.946	S44° 21' 23.82"E
L13	1062.525	N45° 38' 36.18"E
L14	456.266	N54° 10' 50.18"E
L15	87.318	S20° 05' 49.47"E
L16	157.838	S40° 26' 46.04"E
L17	1287.074	S20° 23' 41.92"E
L18	290.004	N69° 54' 10.53"E
L19	510.007	S20° 23' 39.02"E
L20	883.248	N69° 54' 10.53"E

Line Table: Alignments		
LINE	LENGTH	DIRECTION
L21	580.703	S22° 55' 03.41"E
L22	718.805	S69° 54' 10.53"W
L23	147.845	S50° 43' 48.79"E
L24	276.788	S50° 43' 48.79"E
L25	147.895	S36° 41' 19.81"E
L26	1411.020	N39° 28' 18.65"E
L27	237.317	S50° 43' 41.69"E
L28	51.732	S14° 26' 58.21"E
L29	851.201	N69° 54' 10.53"E
L30	514.159	N45° 38' 36.18"E
L31	57.003	N20° 23' 52.31"W

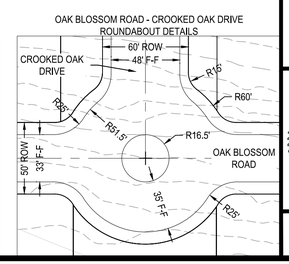
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C15	30°17'38"	510.00'	269.65'	S35° 50' 48.05"E	266.52'

TYPICAL ARTERIAL SECTION



TYPICAL UTILITY ASSIGNMENT DETAIL N.T.S.



	APR
	DATE
	DESCRIPTION
	REV
DESIGNED BY:	TDM
REVIEWED BY:	JAY
DRAWN BY:	BAE

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

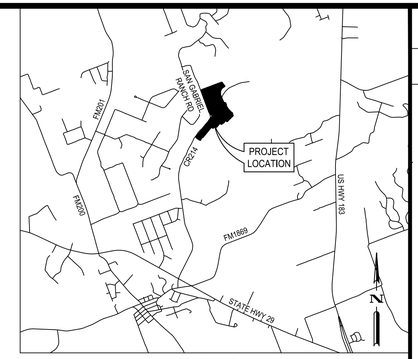
PRELIMINARY PLAT SHEET 2 OF 2

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED PROFESSIONAL ENGINEER
2/5/2021

SHEET
3 OF 10

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KEYMAP
SCALE: 1" = 5000'

N

0 75 150 300
SCALE: 1" = 150'

LEGEND

XXX MAJOR ELEV. CONTOUR

XXX MAJOR ELEV. CONTOUR

100-YR FLOODPLAIN PER STUDY BY BGE, INC, MARCH 9, 2017

REV	DESCRIPTION	DATE	APR

DESIGNED BY: TDM

REVIEWED BY: JAY

DRAWN BY: BAE

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

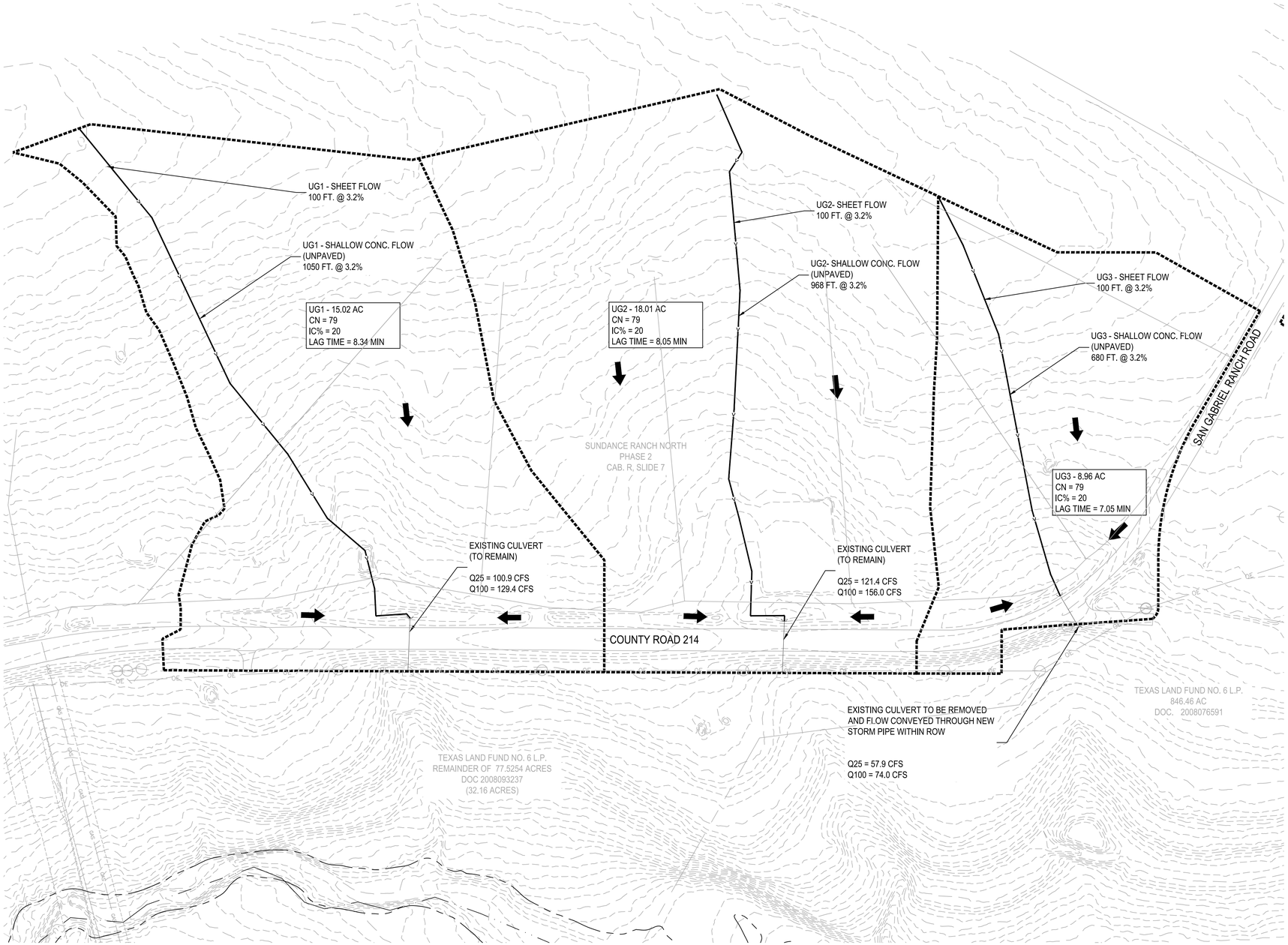
NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

EXISTING CONDITIONS

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED
PROFESSIONAL ENGINEER
2-4-21

SHEET
4 OF 10

G:\TXCI\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_PrelimLDI\01_CADD\01_Shts\7576-C-SP-TOPO.dwg Layout: EXISTING CONDITIONS Plotted: 2/5/2021 11:42:49 AM



N

0 50' 100' 200'

SCALE: 1" = 100'

LEGEND

- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017
- DRAINAGE AREA BOUNDARY
- DIRECTION OF RUNOFF FLOW

KEY MAP
SCALE: 1" = 1000'



REV	DESCRIPTION	DATE	APR

DESIGNED BY: TDM
REVIEWED BY: JAY
DRAWN BY: BAE

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

EXISTING DRAINAGE AREA MAP SHEET 1 OF 2

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED
PROFESSIONAL ENGINEER
3-4-21

SHEET
5 OF 10

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N

0 50' 100' 200'

SCALE: 1" = 100'

LEGEND

- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017
- DRAINAGE AREA BOUNDARY
- DIRECTION OF RUNOFF FLOW

KEY MAP
SCALE: 1" = 1000'



REV	DESCRIPTION	DATE	APR

DESIGNED BY: TDM
REVIEWED BY: JAY
DRAWN BY: BAE

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

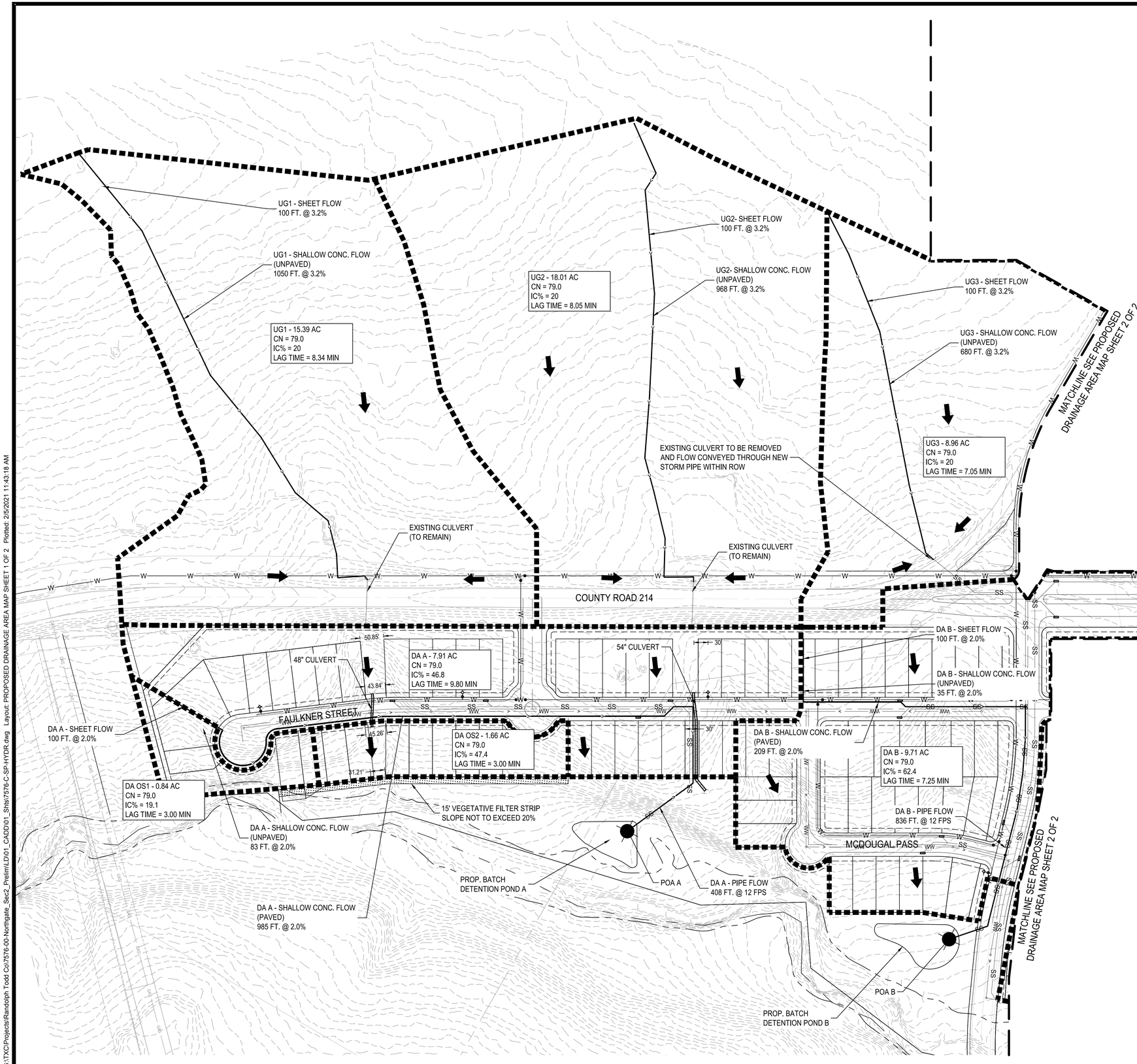
NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

EXISTING DRAINAGE AREA MAP SHEET 2 OF 2

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED PROFESSIONAL ENGINEER
2-24-21

SHEET
6 OF 10

G:\TXC\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_Prelim\LD\01_CADD\01_Shts\7576-C-SE-HYDR.dwg Layout: EXISTING DRAINAGE AREA MAP SHEET 2 OF 2 Plotted: 2/5/2021 11:43:03 AM



N

0 50' 100' 200'

SCALE: 1" = 100'

LEGEND

- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- SS PROPOSED STORMWATER LINE
- PROPOSED FLOW PATH
- 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017
- DRAINAGE AREA BOUNDARY
- DIRECTION OF RUNOFF FLOW

KEY MAP
SCALE: 1" = 1000'



APR	DATE	DESCRIPTION	REV

DESIGNED BY: TDM
REVIEWED BY: JAY
DRAWN BY: BAE

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
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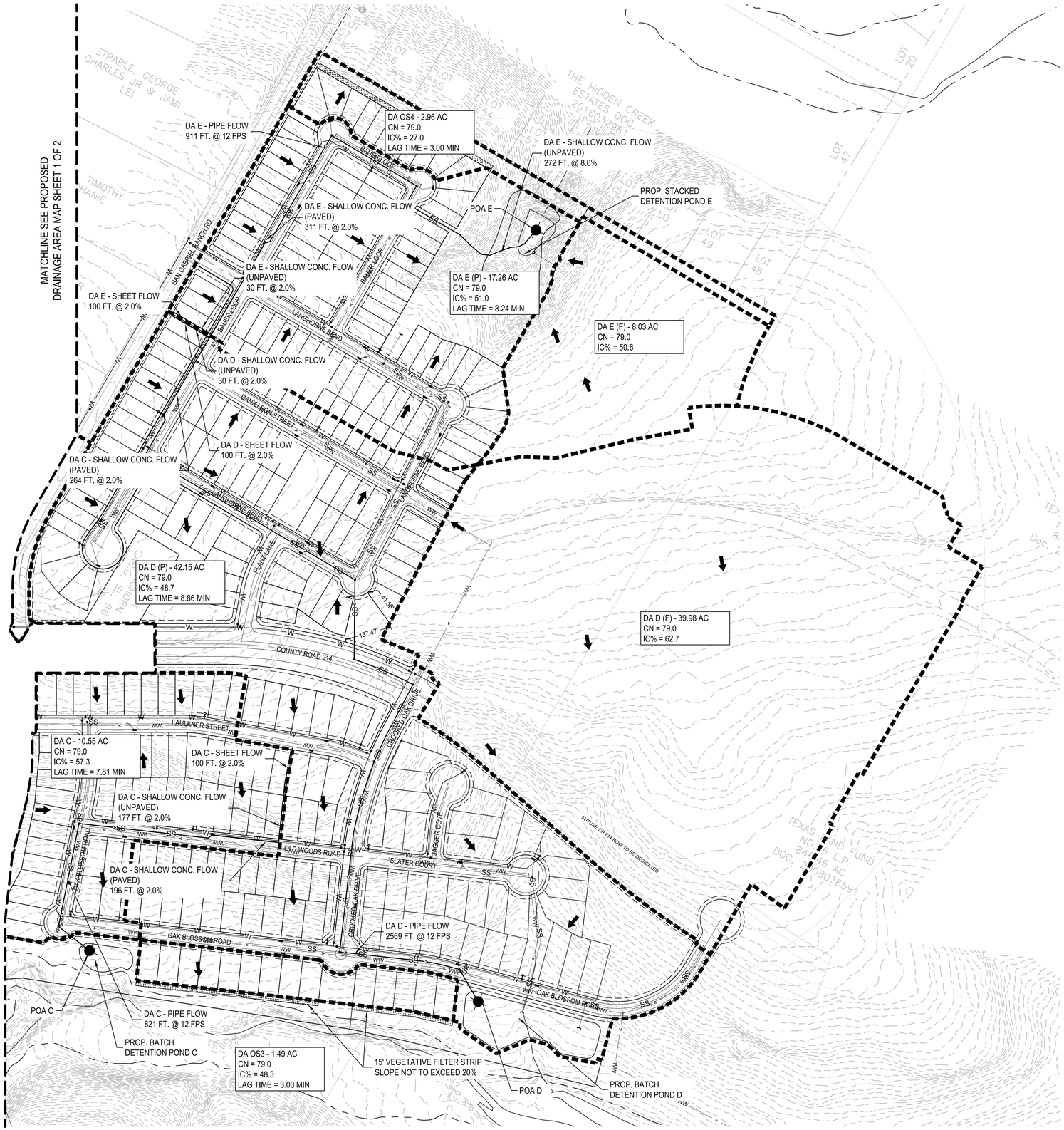
NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

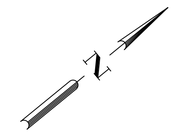
PROPOSED DRAINAGE AREA MAP SHEET 1 OF 2

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED
PROFESSIONAL ENGINEER
2-24-21

SHEET
7 OF 10

G:\TXC\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_Prelim\LD\01_CADD\01_Shts\7576-C-SP-HYDR.dwg Layout: PROPOSED DRAINAGE AREA MAP SHEET 1 OF 2 Plotted: 2/5/2021 11:43:18 AM





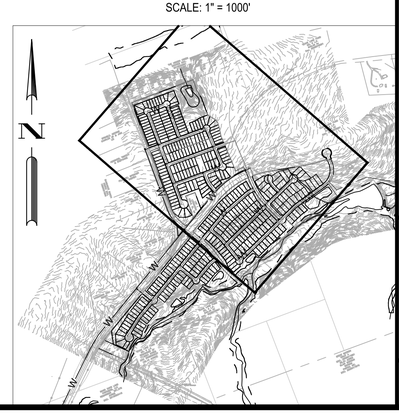
0 50' 100' 200'

SCALE: 1" = 100'

LEGEND

- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- SS PROPOSED STORMWATER LINE
- PROPOSED FLOW PATH
- 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017
- DRAINAGE AREA BOUNDARY
- DIRECTION OF RUNOFF FLOW

KEY MAP
SCALE: 1" = 1000'



	APR	DATE	DESCRIPTION	REV

DESIGNED BY: TDM
REVIEWED BY: JAY
DRAWN BY: BAE

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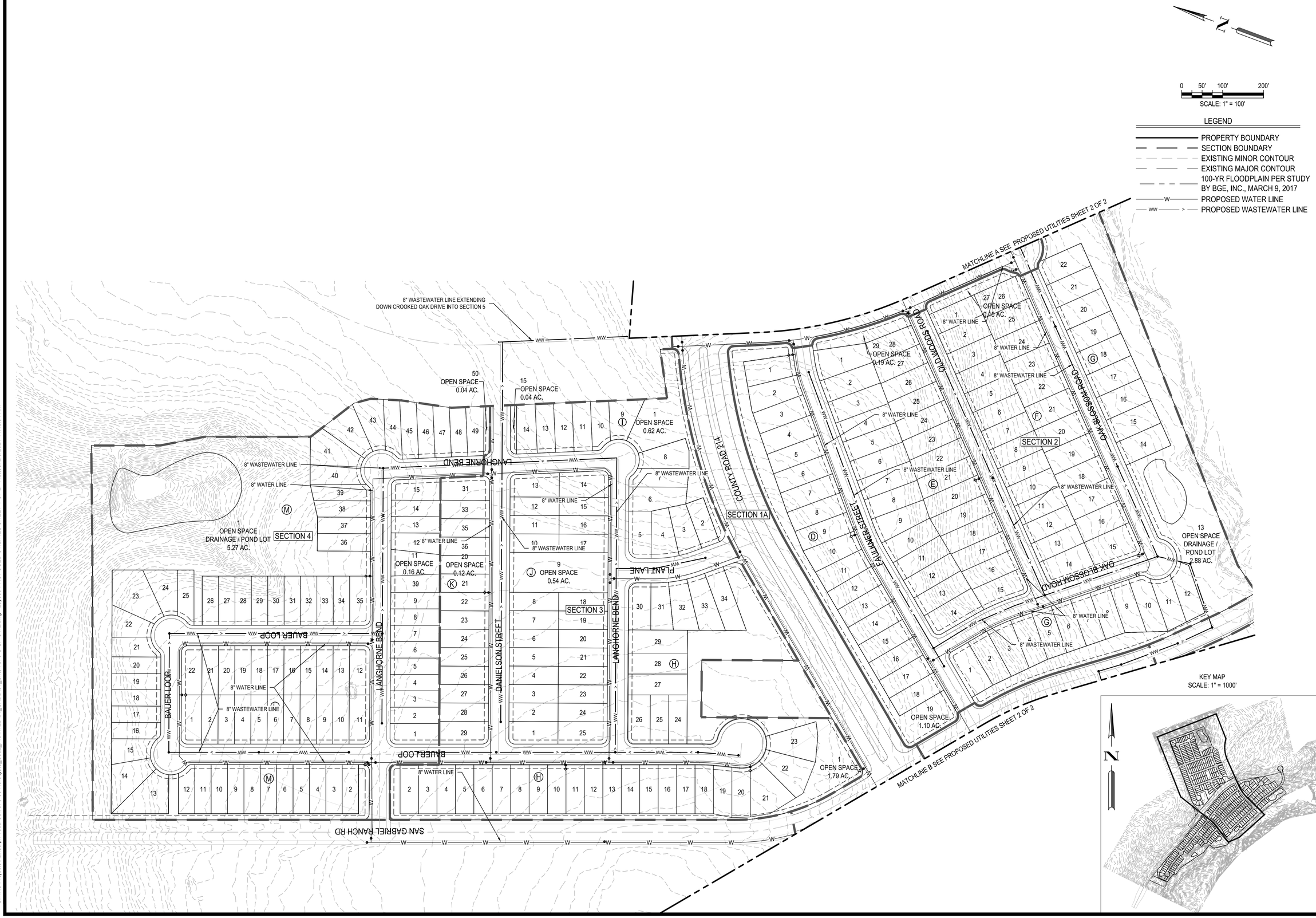
NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

PROPOSED DRAINAGE AREA MAP SHEET 2 OF 2

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED
PROFESSIONAL ENGINEER
2-4-21

SHEET
8 OF 10

G:\TXC\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_Prelim\LD\01_CADD\01_Shts\7576-C-SP-HYDR.dwg Layout: PROPOSED DRAINAGE AREA MAP SHEET 2 OF 2 Plotted: 2/5/2021 11:43:21 AM



	APR	DATE	DESCRIPTION	REV

DESIGNED BY: TDM
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DRAWN BY: BAE

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
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NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

PROPOSED UTILITIES SHEET 1 OF 2

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED PROFESSIONAL ENGINEER
2-4-21

SHEET
9 OF 10

G:\TX\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_Prelim\LD\01_CADD\01_Shts\7576-C-SP-UTIL.dwg Layout: PROPOSED UTILITIES SHEET 1 OF 2 Plotted: 2/5/2021 11:43:34 AM

MATCHLINE B SEE PROPOSED UTILITIES SHEET 1 OF 2

SECTION 1

OPEN SPACE
0.17 AC.

8" WATER LINE

8" WASTEWATER LINE

OPEN SPACE
0.84 AC.

OPEN SPACE
DRAINAGE /
POND LOT
7.77 AC.

COUNTY ROAD 214

MCDOUGAL PASS

FAULKNER STREET

0 50' 100' 200'
SCALE: 1" = 100'

SECTION 5

OPEN SPACE
2.72 AC.

OPEN SPACE
0.33 AC.

OPEN SPACE
DRAINAGE / POND LOT
2.74 AC.

8" WASTEWATER LINE
EXTENDING TO PROP
ONSITE WWTP

FUTURE CR 214 ROW TO BE DEDICATED

OAK BLOSSOM ROAD

JAGGER COVE

SLAYER COURT

CROOKED OAK DRIVE

MATCHLINE A SEE PROPOSED UTILITIES SHEET 1 OF 2

LEGEND

- PROPERTY BOUNDARY
- SECTION BOUNDARY
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017
- W — PROPOSED WATER LINE
- WW > — PROPOSED WASTEWATER LINE

KEY MAP
SCALE: 1" = 1000'

REV	DESCRIPTION	DATE	APR

DESIGNED BY: TDM
REVIEWED BY: JAY
DRAWN BY: BAE

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NORTHGATE RANCH PHASE 2 SECTIONS 1,2,3,4,5
WILLIAMSON COUNTY, TEXAS

PROPOSED UTILITIES SHEET 2 OF 2

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED
PROFESSIONAL ENGINEER
2-4-21

SHEET
10 OF 10

G:\TX\C\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_Prelim\LD\01_CADD\01_Shts\7576-C-SP-UTIL.dwg Layout: PROPOSED UTILITIES SHEET 2 OF 2 Plotted: 2/5/2021 11:43:37 AM

Commissioners Court - Regular Session **22.**

Meeting Date: 02/23/2021

GFOA Award for CAFR and PAFR

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the receipt of the Certificate of Achievement in Financial Reporting for Fiscal Year 2019 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2019 from the Government Finance Officers Association.

Background

Attached are the announcements and copies of the Certificates. This is the 29th year for the Certificate of Achievement for Excellence in Financial Reporting and the 15th year for the Award for Outstanding Achievement in Popular Annual Financial Reporting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAFR Award 2019

PAFR Award 2019

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/03/2021 06:04 PM
Form Started By: Melanie Denny		Started On: 02/03/2021 12:36 PM
Final Approval Date: 02/03/2021		

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Williamson County
Texas

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morrill

Executive Director/CEO

Government Finance Officers Association

Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

Williamson County

Texas

For its Annual Financial Report
for the Fiscal Year Ended

September 30, 2019

Christopher P. Morrill

Executive Director/CEO

Commissioners Court - Regular Session **23.**

Meeting Date: 02/23/2021

Disaster Cont Order

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Order Extending a Declaration of Local State of Disaster for Williamson County, Texas in relation to the severe winter weather event occurring in February 2021; with such extension continuing until otherwise terminated by Order of the Williamson County Commissioners Court.

Background

On February 21, 2021, the Williamson County Judge issued an Order Declaring a Local State of Disaster for Williamson County, Texas after making a determination based on statements and information provided to him by Williamson County Emergency Management personnel, state and local officials, and other emergency services agencies serving Williamson County, Texas that extraordinary measures must continue to be taken to alleviate and prevent the suffering of people and to protect or rehabilitate property due to the severe winter weather event experienced in Williamson County, Texas.

The conditions necessitating declaration of a local state of disaster continue to exist in Williamson County, Texas in relation to the severe winter weather event experienced in Williamson County, Texas and §418.108(b) of the *Texas Government Code* provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the political subdivision; and

This proposed Order would extend and continue the Order Declaring a Local State of Disaster for Williamson County, Texas until terminated by order of the Williamson County Commissioner's Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Disaster Declaration Extension Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/19/2021 10:23 AM
Form Started By: Hal Hawes		Started On: 02/19/2021 09:48 AM
Final Approval Date: 02/19/2021		

WILLIAMSON COUNTY, TEXAS

COUNTY JUDGE

WILLIAMSON COUNTY COURTHOUSE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626
(512) 943-1550

BILL GRAVELL, JR.	TERRY COOK	CYNTHIA LONG	VALERIE COVEY	RUSS BOLES
COUNTY JUDGE	COMMISSIONER, PRECINCT 1	COMMISSIONER, PRECINCT 2	COMMISSIONER, PRECINCT 3	COMMISSIONER, PRECINCT 4

COMMISSIONERS COURT ORDER EXTENDING DECLARATION OF A LOCAL STATE OF DISASTER FOR WILLIAMSON COUNTY, TEXAS

WHEREAS, on February 21, 2021, the Williamson County Judge issued an Order Declaring a Local State of Disaster for Williamson County, Texas after making a determination based on statements and information provided to him by Williamson County Emergency Management personnel, state and local officials, and other emergency services agencies serving Williamson County, Texas that extraordinary measures must continue to be taken to alleviate and prevent the suffering of people and to protect or rehabilitate property due to the severe winter weather event experienced in Williamson County, Texas; and

WHEREAS, the conditions necessitating declaration of a local state of disaster continue to exist in Williamson County, Texas in relation to the severe winter weather event experienced in Williamson County, Texas; and

WHEREAS, §418.108(b) of the *Texas Government Code* provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the political subdivision; and

NOW, THEREFORE BE IT ORDERED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS:

1. That the Order Declaring a Local State of Disaster proclaimed by the Williamson County Judge on February 21, 2021 shall be extended and continue until terminated by order of the Williamson County Commissioner's Court.

2. That pursuant to Section 418.173 of the *Texas Government Code*, a failure to comply with the extended Declaration and Order, the Williamson County Emergency Management Plan or any orders issued under or in relation to the Order Declaring a Local State of Disaster as proclaimed by the Williamson County Judge on February 21, 2021 shall be a criminal offense punishable by a fine that does not exceed $1,000.00 or confinement in jail for a term not to exceed 180 days, as authorized by Section 418.173 of the *Texas Government Code*.

3. This Commissioners Court Order is passed as an emergency measure and pursuant to the Williamson County Emergency Management Plan and shall become effective on the date of its adoption.

PASSED AND ADOPTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT ON THIS THE _____ DAY OF _____, 20____.

_____
As the Presiding Officer of the
Williamson County Commissioners Court

Commissioners Court - Regular Session **24.**

Meeting Date: 02/23/2021

Budget Amendment Ice Storm February 2021

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Williamson County Disaster Relief.

Background

This budget amendment is needed to cover the expenses associated with the February 2021 Winter Weather Event. Williamson County has declared a disaster and the State and Federal government have declared disasters as well. We will be submitting for reimbursement when and where possible.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0409-004987	Non Deptmntl/Disaster Relief	$200,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/18/2021 10:58 AM
Form Started By: Ashlie Koenig		Started On: 02/18/2021 10:32 AM
Final Approval Date: 02/18/2021		

Commissioners Court - Regular Session **25.**

Meeting Date: 02/23/2021

Budget Amendment for the Radio Communication System Fund

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Radio Communication System Fund.

Background

Generator Replacement project for the Liberty Hill Radio Tower Shelter price is more than originally budgeted. Price increase due to change orders that were not known at the time of budget submission in FY20. An additional $14,000 is needed to cover the cost of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507-0507-004510	RCS/Facility Maint & Repair	$14,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/18/2021 03:00 PM
Form Started By: Ashlie Koenig		Started On: 02/18/2021 11:20 AM
Final Approval Date: 02/18/2021		

Commissioners Court - Regular Session **26.**

Meeting Date: 02/23/2021

Bad Weather Pay Winter Weather Event February 2021

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on amending the "Bad Weather" policy (currently in the Employee Policy Manual).

Background

Attached policy currently provides for five days only unless otherwise amended or approved by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bad Weather Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/19/2021 10:21 AM
Form Started By: Ashlie Koenig		Started On: 02/19/2021 08:43 AM
Final Approval Date: 02/19/2021		

BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.

Commissioners Court - Regular Session **27.**

Meeting Date: 02/23/2021

Catastrophic Pay Winter Weather Event February 2021

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Catastrophic Pay policy in relation to the Winter Weather Event of February 2021.

Background

Catastrophic pay is currently approved in the Employee Policy manual provided it is approved by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Catastrophic Pay

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/19/2021 10:21 AM
Form Started By: Ashlie Koenig		Started On: 02/19/2021 08:31 AM
Final Approval Date: 02/19/2021		

and Corrections Officers		hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays,

Commissioners Court - Regular Session **30.**

Meeting Date: 02/23/2021

Request for Exemptions of Perez Signs

Submitted For: Randy Barker **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemptions as set forth under Texas Local Government Code §§ 262.024.(4), 262.024.(7)(A) and 262.024.(7)(D), for the one-time purchase of vehicle decals in the amount of $6,925.00.

Background

Larry Perez Signs and Graphix has created decals for the Sheriff's Office in the past and this is a component purchase of previous works. The design is original to Larry Perez Signs and Graphix and the Sheriff's Office would like to stay consistent with the image. These decals will be for new vehicles. Estimate is still valid and does not require signature. The expenditure will be charged to 01.0100.0560.5700. Funding was approved in the FY21 budge. Department contact is James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Perez Signs and Graphix

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/11/2021 11:53 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 11:55 AM
Form Started By: Laura Zavala		Started On: 02/08/2021 02:49 PM
Final Approval Date: 02/11/2021		

PR# 25027

Larry Perez Signs and Graphix
304 N. Mays
Round Rock, TX 78664 US
5122557058
accounting@larryperezsigns.com
perezsigns.com

Estimate 1595

ADDRESS
Micah Koite
Williamson County Sheriff's Dept
508 S. Rock St.
Georgetown, TX 78662

DATE	TOTAL
01/29/2021	$6,925.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Vehicle Graphics (10) Sheriff Patrol Full Graphics Package	10	625.00	6,250.00T
	Vehicle Graphics (1) Live Stock Truck with 10% Larger Graphics	1	675.00	675.00T

A 50% deposit is required to place order. Once an order is placed, it may not be cancelled. Balance in full is due upon completion.

SUBTOTAL	6,925.00
TAX (0%)	0.00
TOTAL	$6,925.00

THANK YOU.

Accepted By

Accepted Date

Required Signature:

Commissioners Court - Regular Session **31.**

Meeting Date: 02/23/2021

ACC BLS Affiliation Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the renewal of BLS affiliation agreement between Williamson County EMS and Austin Community College.

Background

This is a request for the renewal of existing affiliation agreement with Austin Community College. This will allow students the opportunity and means to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Basic Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/10/2021 04:09 PM
Form Started By: Michael Knipstein		Started On: 02/10/2021 09:09 AM
Final Approval Date: 02/10/2021		

BLS EDUCATION AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES AND AUSTIN COMMUNITY COLLEGE

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Austin Community College EMS Professions Department (hereinafter referred to as "ACC").

RECITALS:

ACC provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

ACC desires program components that will provide to the student's clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to ACC for its Emergency Medical Technician program of study.

COUNTY and ACC desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF ACC

1. ACC shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.

2. ACC instructors shall possess current and appropriate professional credentials or certifications and ACC shall be responsible for the coordination and implementation of the program of study.

3. Services rendered by ACC instructors and students shall be without charge to COUNTY. ACC instructors and students shall not be responsible for the quality of patient or client care.

4. Neither ACC instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.

5. ACC shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.

6. ACC shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. ACC shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. ACC shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. ACC shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:
    A. Meet annually, or more often as needed, to schedule use of the facilities;
    B. Meet on a per semester basis to set the number of students allowed to participate;
    C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by ACC crediting standards;
    D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
    E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday- Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of ACC, its employees, agents or students under this Agreement. ACC shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director PO Box 873
Georgetown, TX 78627
512-943-1264

And

Estrella Barrera
Associate Dean Health Sciences
Austin Community College District
3401 Webberville Road
Austin, TX 78702

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include $1.75/clinical contact hour per EMT student to be paid by ACC to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. ACC acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from ACC that ACC, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

William County

By: Mike Knipstein (Feb 10, 2021 08:50 CST)

Date: 2/10/21

Mike Knipstein

WCEMS Director

By: _____

Date: _____

Bill Gravell

Williamson County Judge

Austin Community College:

By: _____

Date: January 26, 2021

Neil Vickers, CPA
Executive VP, Finance and Administration

By: Michael Midgley (Jan 26, 2021 17:59 CST)

Date: January 26, 2021

Michael Midgley
Vice President, Instruction

By: Pat Recek

Date: January 26, 2021

Patricia Recek, MSN, RN
Dean, Health Sciences

By: _____

Date: January 26, 2021

Don Gwynn
Department Chair
Emergency Medical Services Professions
Austin Community College
3401 Webberville Road
Austin, TX 78702

Commissioners Court - Regular Session **32.**

Meeting Date: 02/23/2021

Lewis Case

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the engagement of the law firm of Germer PLLC to represent Williamson County in relation to Civil Action No. 1:21-cv-00074; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Germer Eng Letter Lewis Lawsuit

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 11:51 AM
Form Started By: Hal Hawes		Started On: 02/11/2021 10:37 AM
Final Approval Date: 02/11/2021		

GERMER
ATTORNEYS AT LAW

AUSTIN BEAUMONT **HOUSTON**
www.germer.com

LARRY J. SIMMONS
PRINCIPAL
BOARD CERTIFIED
LABOR AND EMPLOYMENT LAW
PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

ljsimmons@germer.com

February 10, 2020

Mr. Hal C. Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626

VIA EMAIL TRANSMITTAL
hhawes@wilco.org

Re: *Scott Phillip Lewis v. Williamson County, Texas*; Civil Action No. 1:21-cv-00074; In the United States District Court for the Western District of Texas, Austin Division
Germer No. 102582

Dear Hal,

This will confirm our proposal for Germer PLLC to represent and defend Williamson County in the above referenced lawsuit, on the following terms:

1. The firm will bill in increments of tenths of an hour, at the following rates:

   a. Principal/Partner $350/hr.;
   b. Senior Trial Counsel $295/hr.;
   c. Associate $225/hr.; and
   d. Paralegal $125/hr.

2. We will submit our bills monthly, and you agree to pay our bills within thirty (30) days of receipt.

3. Related expenses will be included on our invoices.

If the County agrees to the foregoing terms, please return a signed copy to my office.

I look forward to assisting you with this matter. Please feel free to call with any questions.

Sincerely,

GERMER PLLC

Larry J. Simmons

Larry J. Simmons

LJS:kkw

AGREED TO BY:

_____ DATE: _____

By:_____
Williamson County, Texas

Commissioners Court - Regular Session **33.**

Meeting Date: 02/23/2021

Purchase of Vehicles for Precinct 1 Constable

Submitted For: Randy Barker **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of four (4) Chevrolet Tahoes in the amount of $216,000.00 from Holiday Chevrolet per the Tarrant County Cooperative Contract #2019-181 to support the operations of the Precinct 1 Constable's Office.

Background

This purchase is for the Williamson County Precinct 1 Constable's Office. See the attached quote for vehicle specifications; quote includes uplifting, delivery and installation. Funding will be from the General Fund 01.0100.0551.005700. This funding was approved in the FY21 Budget. The department point of contact is Lt. Patrick Youngren. These units are replacing units: 1B1443, 1B1472, 1B1473 and 1B1538.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Holiday Chevrolet Constable One

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/11/2021 10:31 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 11:56 AM
Form Started By: Mary Watson		Started On: 02/09/2021 01:34 PM
Final Approval Date: 02/11/2021		

125029

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/2/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson County TX PCT. 1 Constable Chief Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664 512-244-8650

Customer Contact	Mike Pendley # 5101
Customer Phone	512-244-8650
Customer E-mail	mpendley@wilco.org
Estimate #	28788

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2020 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2019-014).	Vehicle Description	1	30,751.00	30,751.00
Options Color is Black AMF - 6 Additional Key FOB's $66.00 5HP - 6 Additional Keys $41.00 5T5 - Vinyl Rear Seat Total - $107.00				
Vin # SVM-LR297579, SVM-LR297704, SVM-LR297758 & SVM-LR297647				
Customer PO # Verbal Approval on 09/08/20 Make Payment to Holiday Chevrolet				
Vehicle titles should be in the name & address of: Williamson County Attn: Auditors Office 710 S. Main St., Suite 301 Georgetown, Texas 78626				
2 Year State Inspection Certificate		1	7.00	7.00
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately) - (for Silverado 2500 and above please include part #)		1	300.74	300.74
Whelen LED 8 Degree Spotlight Replacement		1	125.00	125.00
Defender Supply Custom Contoured Console for 2015+ Chevy Tahoe 9C1. Includes 19" inches of Mounting Space, Dual Cup Holder, Arm Rest, (2) Mic Clips & Factory USB/12Volt Audio Relocation Plug.		1	368.55	368.55
3 Additional - 12Volt DC Heavy Duty Electrical Power Socket w/moisture covers - Mounted on Right Side of Console		3	3.85	11.55

Vehicle and Emergency Equipment Total

Quantity Ordered 4

Total Vehicle Order Cost $216,000.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/2/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson County TX PCT. 1 Constable Chief Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664 512-244-8650

Customer Contact	Mike Pendley # 5101
Customer Phone	512-244-8650
Customer E-mail	mpendley@wilco.org
Estimate #	28788

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Compartment Light, Split Red/White Mounted in Cabin Ceiling Mount & (2) on Rear Tailgate with 3-Way Switches		3	47.52	142.56
Gamber Johnson Mic Clip		2	8.40	16.80
Customer to provide the Docking Station				
Gamber Johnson Mongoose 9" Locking Slide Arm with 360 Degree Clevis		1	186.66	186.66
Gamber Johnson Universal Computer Base Adapter Plate for Mounting Laptops		1	27.30	27.30
Make & Model of Customer Supplied Police Radio - Motorola APX7500 On Ignition				
Is Customer Supplied Police Radio a One or Two Piece Unit - One				
What is the Frequency of Customer Supplied Police Radio - 800MHz				
Make & Model of Customer Supplied Laptop - Panasonic Toughbook CF54				
Does the of Customer Supplied Laptop have Docking Capabilities - Yes				
Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF				
Does the of Customer Supplied Laptop have a built-in power supply - No				

Vehicle and Emergency Equipment Total

Quantity Ordered 4

Total Vehicle Order Cost $216,000.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/2/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson County TX PCT. 1 Constable Chief Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664 512-244-8650

Customer Contact	Mike Pendley # 5101
Customer Phone	512-244-8650
Customer E-mail	mpendley@wilco.org
Estimate #	28788

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
The vehicle only needs one 800Mhz Roof Antenna Note - Roof Antenna Placement: 800 MhZ Antenna – Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Multi Purpose GPS Cradlepoint Antenna -- Roof mounted between B-C pillars Tech Please Pre-Wire to Console for Radio Power, Ground & Roof Antenna Note - Cradle Point Mounting Placement: On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat. On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please. CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Red Cable - CP to VPU (LAN PORT)				
Federal Signal 51" Valor Light Bar for Williamson Co. TX Sheriff's Office		1	1,981.20	1,981.20
Federal Signal Pathfinder siren controller w/ remote head		1	770.00	770.00
Federal Signal 24 channel expansion module # FS-EXPMOD24		1	157.30	157.30
Federal Signal 25 foot OBDII interface cable		1	120.00	120.00
Federal Signal DynaMax 100W Speaker		1	99.00	99.00
Federal Signal ES100 Speaker Bracket, Universal Bail		1	15.00	15.00
Federal Signal Pair of Rumbler Woofers		1	292.50	292.50
Federal Signal Rumbler Mounting Bracket for a 2015+ Chevrolet Tahoe 9C1		1	27.50	27.50
Federal Signal Hook Kit 2015+ Tahoe/Silverado (Lightbar lengths 51 and 53 Inches		1	50.00	50.00
Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1		1	95.98	95.98
Federal Signal PBX Series Push Bumper for 2015+ Chevy Tahoe 9C1		1	370.55	370.55

Vehicle and Emergency Equipment Total

Quantity Ordered 4

Total Vehicle Order Cost $216,000.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/2/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson County TX PCT. 1 Constable Chief Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664 512-244-8650

Customer Contact	Mike Pendley # 5101
Customer Phone	512-244-8650
Customer E-mail	mpendley@wilco.org
Estimate #	28788

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe and Ford F-150 bumpers, use with MPS600U or MPS620U lights		1	27.33	27.33
Tech - Please do not install the Recovery Hooks per customer				
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted in Bumper Tube - Programmed to do Take Downs when Activated		2	90.00	180.00
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted in Bumper Tube - Programmed to do Take Downs when Activated		2	90.00	180.00
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Flush Mounted to the sides of the Push Bumper		2	58.75	117.50
Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes - Whites to do Alley Lights on Steady Burn		2	143.00	286.00
SoundOff nLINE 60" Running Light w/Bracket Mount, 10-16v - Split Color - Red/BlueLEDs		2	398.00	796.00
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted in Rear Side Glass - Whites to do Alley Lights When Activated		2	89.48	178.96
Federal Signal - Surface Mount Bracket - Mounted in Rear Side Glass		2	12.085	24.17
Federal Signal # FS-MPS620UX-RR - Driver Side - Mounted under Tahoe Spoiler		3	73.70	221.10
Federal Signal # FS-MPS620UX-BB - Passenger Side - Mounted under Tahoe Spoiler		3	73.70	221.10
Federal Signal 2015-2019 Tahoe Spoiler Bracket Kit		1	49.50	49.50
Federal Signal - 24LED Lighthead Dual Color Red/Blue - Surface Mounted Horizontal right beside Rear License Plate # FS-MPS1220UX-BR		2	118.94	237.88

Vehicle and Emergency Equipment Total

Quantity Ordered	4

Total Vehicle Order Cost **$216,000.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/2/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson County TX PCT. 1 Constable Chief Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664 512-244-8650

Customer Contact	Mike Pendley # 5101
Customer Phone	512-244-8650
Customer E-mail	mpendley@wilco.org
Estimate #	28788

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted on Bottom of Liftgate Lid		2	84.02	168.04
Pro-Gard 5700VS Series Space Saver Plus Partition with VIPER Shield Integrated Level IIIA Ballistic Shield (Side Curtain Airbag Compatible) for 2015+ Tahoe 9C1 or SSV		1	3,143.56	3,143.56
Dual Weapon Lock, T-Rail, with Timer & Key - Mounted on Partition		1	325.00	325.00
Setina T-Rail Universal Lock, EoTech Bracket to Fit Oversize Locks to fit AR-15 optics		1	15.00	15.00
Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen and Outboard Seat Belts for 2015+ Chevrolet Tahoe		1	1,225.44	1,225.44
Pro-Gard Pair of Rear ABS Door Panels for 2015+ Chevrolet Tahoe		1	98.00	98.00
PG-WB57T15 Pro-Gard Pair of Rear Seat Window Bars for 2015+ Chevrolet Tahoe using Pro-Gard Door Panels (Must order part # PG-DP57T15)		1	169.95	169.95
Whelen LED Flush Mount Compartment Light in Red & White - Mounted over Rear Prisoner Seat, Switched Separately with Switches on Driver Side "C" Pillar & Passenger Side "C" Pillar		2	47.52	95.04
Stalker Dual SL - "Ka" Band - Front & Rear Antenna Moving Radar Unit with Automatic Same Direction Operation- Package includes: * Stalker Dual SL Fixed Radar Unit * Front & Rear Antennas * Cordless Infrared Remote * Mounting Brackets * Connection Cables * Ergonomic Backlit Wireless Remote Control * Tuning Forks * Operators Manual Radar / Video Interface Cable is Additional.		1	2,270.40	2,270.40
Stalker Mounting Brackets for Counting Unit & Front Antenna for the Stalker Dual SL & DSR 2X Radar Systems for the 2015+ Chevrolet Tahoe 9C1		1	106.64	106.64

Vehicle and Emergency Equipment Total

Quantity Ordered	4

Total Vehicle Order Cost **$216,000.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/2/2020
Estimate By	George Severe
	george@defendersupply.com
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Bill To
Williamson County TX PCT. 1 Constable Chief Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664 512-244-8650

Customer Contact	Mike Pendley # 5101
Customer Phone	512-244-8650
Customer E-mail	mpendley@wilco.org
Estimate #	28788

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Plastix Plus Rear Cargo Box (passenger side) with side plate and push button lock & key override option		1	1,488.00	1,488.00
Shipping of Above Cargo Box		1	250.00	250.00
Custom Reflective Vehicle Graphic Kit from Grafix Shoppe - Est # 04848		1	500.00	500.00
Professional Installation of Graphics by Mike Glass @ Defender Supply		1	150.00	150.00
Window Tint - For Two Front Windows to match Rear Windows		1	89.95	89.95
Defender Supply wiring harness, power distribution and battery management		1	559.25	559.25
Wash and Prepare Vehicle for Delivery to Customer		1	100.00	100.00
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00
Installation of Above Emergency Equipment & Customer Supplied: Panasonic Video System Cradle Point Wiring Harness Cradle Point Antenna (Mounted in the Front on the Side of Console). Police Radio Antenna - Roof Mount Havis Docking Station Tech please pre-wire for a one piece Motorola APX7500 on ignition radio in console & take note per Federal Signal: Please make a note that the MPS620UX series lights will need an extra wire installed to Pathfinder siren amp. (Programmed through Pathfinder software) MPS620UX-BR needed for rear spoiler and MPS620UX-RW, MPS620UX-BW needed for front top channel on push bumper. Rear spoiler lights will also be programmed for Traffic Advisors. .		45	100.00	4,500.00
Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total	$54,000.00
Quantity Ordered	4

Total Vehicle Order Cost	$216,000.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____

Commissioners Court - Regular Session **34.**

Meeting Date: 02/23/2021

Champion Park & Regional Park Restroom Renovations

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate action on approving the services agreement between Williamson County and Falkenberg Construction Co., Inc. to provide renovations to Williamson County Regional Park and Champion Park restrooms in the not-to-exceed amount of $146,272.27 per the terms of BuyBoard Contract #558-18 and authorizing the execution of this agreement.

Background

This agreement is to provide the renovation of the bathroom urinals, mirrors, floors, faucets and the installation of new Restroom Appliances, Toilet Paper Dispensers, Sanitary Napkin receptacles, and Soap Dispensers at the Williamson County Regional Park and Champion Park restrooms. Point of contacts are Russell Fishbeck, Michael Young, and Keith Greer. This project will be funded in the amount of $124,000.00 out of P556 and P557, the remaining balance of $22,272.27 will come out of 01.0100.0510.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/11/2021 10:35 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2021 12:00 PM
Form Started By: Andrew Portillo		Started On: 02/10/2021 09:39 AM
Final Approval Date: 02/11/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Champion Park & Regional Park Restroom Renovations)
(BuyBoard #558-18)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Falkenberg Construction Co., Inc.** (hereinafter "Service Provider"), with offices at 205 Cheatham St., Ste. 2, San Marcos, TX 78666 (ph. 512-392-2831). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposals Nos. 7149.20 RR & 7160.20 RR, which are both dated January 26, 2021 and are designated as Exhibits "A" and "B" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $146,272.27, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. This Williamson County Services Contract;
B. BuyBoard #558-18; and
C. Any required insurance certificates.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

IX.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Proposals Nos. 7149.20 RR & 7160.20 RR, which are both dated January 26, 2021, which are both dated January 26, 2021 and are designated as Exhibits "A" and "B" and incorporated herein as if copied in full.

X.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

XI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XII.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. The County will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XII above.

XV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:** Falkenberg Construction Company, Inc.
_____	_____
Authorized Signature	Authorized Signature
_____	John E. Castro
Printed Name	Printed Name
Date: _____ ____, 2021	Date: February 9, 2021

Exhibits “A” & “B”
Proposals Both Dated January 26, 2021
(Incorporated herein as if copied in full)

falkenberg
CONSTRUCTION CO., INC.
EST. 1983
WWW.FALKENBERGCONSTRUCTION.COM

January 26, 2021

Williamson County
219 Perry Mayfield Blvd
Leander, TX 78641

Reference: **Contract #: Buy Board 581-19**
Wilco Champion Park Restroom Renovations
FCC Proposal 7160.20 RR
Attention: Keith Geer

We propose to furnish labor, material and equipment to renovate the interior of restroom building at Champion park per SOW below:

BASE Proposal Scope of Work:

Renovate flooring at main restroom building by installing a 2 coat epoxy and sealer coating
Demo existing and install new solid plastic partitions w/hooks
Demo existing and install new solid plastic urinal screens in men's restroom
Demo existing mirrors and install new
Demo and install new floor mounted water closets w/manual flush valves
Demo and install new urinal carrier w/manual flush valves
Demo and install new spring loaded manual operation faucets
Install new Restroom appliances, TP dispensers, Sanitary Napkin receptacle, soap dispenser

RS Means		$	25,004.47
Coefficient	0.98	$	(500.09)
Subtotal		$	24,504.38
Bond	2.50%	$	612.61
TOTAL			**$25,116.99**

Twenty Five Thousand One Hundred Sixteen and 99/100….....Dollars

ADD : $3,780.00 to install new porcelain tile flooring in lieu of epoxy flooring

ADD Alternate # 1

New 1x4 exterior Light Fixtures Paint all walls and door Frames

RS Means		$	8,355.49
Coefficient	0.98	$	(167.11)
Subtotal		$	8,188.38
Bond	2.50%	$	204.71
TOTAL			**$8,393.09**

Eight Thousand Three Hundred Ninety Three and 09/100…….....Dollars

ADD Alternate # 2

Replace sinks with new solid surface countertops with integral sinks Replace wood work with new ADA compact laminate undercounter

RS Means		$	7,398.87
Coefficient	0.98	$	(147.98)
Subtotal		$	7,250.89
Bond	2.50%	$	181.27
TOTAL			**$7,432.16**

Seven Thousand Four Hundred Thirty Two and 16/10.....Dollars

Exclusions:

Permits, tax
Irrigation Work
Providing Security
After hours work

IV. Clarifications: Restroom appliances to be provided by Owner

Please review and call me if you have any questions.
Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

John Castro
Project Manager

Cost Estimate Report

Williamson County / Keith Geer

Leander, Texas, 78641

3005 Co Rd 175

Date: 01/25/2021

Wilco CHAMPION Park Restroom Renovati

Year 2021

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**					
017413200052		Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	$56.30	$56.30
017413200052		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.56	$0.56
017413200100		Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	$77.33	$77.33
017413200100		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.77	$0.77
019313030230		Re-surface new concrete floor, epoxy/silica finish, 1/8" thick, rolled, includes concrete floor cleaning	270.00	S.F.	$4.38	$1,182.60
019313030230		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.04	$11.83
Division 01	**General Requirements Subtotal**					**$1,329.39**
Division 03	**Concrete**					
030130620100		Patching concrete, floors, small area, regular grout, 1/4" thick	100.00	S.F.	$3.72	$372.00
030130620100		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.04	$3.72
030130629000		Patching concrete, minimum labor/equipment charge	1.00	Job	$83.81	$83.81
030130629000		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.84	$0.84
Division 03	**Concrete Subtotal**					**$460.37**
Division 09	**Finishes**					
090190930810		Surface preparation, exterior, siding, masonry, brick & block, pressure wash, based on 2500 lb operating pressure	300.00	S.F.	$0.17	$51.00
090190930810		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.00	$0.51
090190949010		Surface preparation, interior, minimum labor/equipment charge	1.00	Job	$106.04	$106.04
090190949010		Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.06	$1.06

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
090505209000	Flooring demolition, minimum labor/equipment charge	1.00	Job	$76.28	$76.28
090505209000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.76	$0.76
096519239500	Flooring, minimum labor/equipment charge	1.00	Job	$98.05	$98.05
096519239500	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.98	$0.98
Division 09	**Finishes Subtotal**				**$334.68**
Division 10	**Specialties**				
100505101105	Specialties demolition, demolition, mirror, wall mounted	2.00	Ea.	$14.91	$29.82
100505101105	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.15	$0.30
100505101910	Specialties demolition, toilet cubicles, remove	6.00	Ea.	$111.53	$669.18
100505101910	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.12	$6.69
100505101930	Urinal screen, remove	1.00	Ea.	$37.18	$37.18
100505101930	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.37	$0.37
102113191760	Toilet cubicles, floor mounted, polymer plastic	6.00	Ea.	$1,087.41	$6,524.46
102113191760	Cleaning up, clean up after job completion, allow, max	1.00	Job	$10.87	$65.24
102113192100	Partitions, toilet, plastic, cubicles, floor mounted, for handicap units, add	2.00	Ea.	$395.00	$790.00
102113192100	Cleaning up, clean up after job completion, allow, max	1.00	Job	$3.95	$7.90
102113199000	Partitions, toilet, plastic, minimum labor/equipment charge	1.00	Job	$220.69	$220.69
102113199000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.21	$2.21
102114169000	Toilet compartment components, plastic-laminate clad, minimum labor/equipment charge	1.00	Job	$137.63	$137.63
102114169000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.38	$1.38
102114190130	Toilet compartment components, pilaster, floor anchored, polymer plastic, 7" wide x 70" high	2.00	Ea.	$258.46	$516.92
102114190130	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.59	$5.17
102114190310	Toilet compartment components, door, polymer plastic, 24" wide x 55" high	5.00	Ea.	$367.31	$1,836.55
102114190310	Cleaning up, clean up after job completion, allow, max	1.00	Job	$3.67	$18.37
102114190430	Toilet compartment components, headrail, for polymer plastic, 84" long	3.00	Ea.	$60.65	$181.95
102114190430	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.61	$1.82
102114199000	Toilet compartment components, plastic, minimum labor/equipment charge	1.00	Job	$137.63	$137.63
102114199000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.38	$1.38
102223139000	Partitions, minimum labor/equipment charge	1.00	Job	$367.82	$367.82
102223139000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$3.68	$3.68

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
102813133200	Toilet accessories, mirror, 48" x 24", with stainless steel 3/4" square frame	2.00	Ea.	$239.97	$479.94
102813133200	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.40	$4.80
102813134200	Toilet accessories, sanitary napkin/tampon dispenser recessed	3.00	Ea.	$736.78	$2,210.34
102813134200	Cleaning up, clean up after job completion, allow, max	1.00	Job	$7.37	$22.10
102813139000	Toilet accessories, minimum labor/equipment charge	1.00	Job	$109.95	$109.95
102813139000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.10	$1.10
102813139996	Toilet accessories, installation only, grab bars, straight, satin finish, 2-1/2" diameter x 42" long	2.00	Ea.	$30.45	$60.90
102813139996	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.31	$0.61
Division 10 Specialties Subtotal					**$14,454.08**
Division 22 Plumbing					
220505100720	Water closets, selective demolition	6.00	Ea.	$41.42	$248.52
220505100720	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.42	$2.49
220505101420	Fixture, water closet, wall mounted, selective demolition	6.00	Ea.	$70.92	$425.52
220505101420	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.71	$4.26
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	1.00	Job	$250.32	$250.32
220505109000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.50	$2.50
221316609000	Traps, minimum labor/equipment charge	1.00	Job	$164.30	$164.30
221316609000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.64	$1.64
224139102290	Faucets/fittings, lavatory faucet, center set with single control lever handle, polished chrome, with pop-up drain	2.00	Ea.	$313.72	$627.44
224139102290	Cleaning up, clean up after job completion, allow, max	1.00	Job	$3.14	$6.27
224139109000	Faucets/fittings, minimum labor/equipment charge	1.00	Job	$123.52	$123.52
224139109000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$1.24
224213133350	Water closet, bowl only, floor mounted, tankless, with wall outlet, includes flush valve and seat	3.00	Ea.	$765.33	$2,295.99
224213133350	Cleaning up, clean up after job completion, allow, max	1.00	Job	$7.65	$22.96
224213133362	Water closet, bowl only, floor mounted, tankless, with floor outlet, ADA, 1.28 gpf, includes flush valve and seat	2.00	Ea.	$790.63	$1,581.26
224213133362	Cleaning up, clean up after job completion, allow, max	1.00	Job	$7.91	$15.81
224213139000	Water closet, minimum labor/equipment charge	1.00	Job	$221.63	$221.63
224213139000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.22	$2.22
224213163140	Urinal, wall hung, vitreous china, with self-closing valve, water saving, .5 gpf	1.00	Ea.	$938.12	$938.12

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
224213163140	Cleaning up, clean up after job completion, allow, max	1.00	Job	$9.38	$9.38
224213163300	Urinal, wall hung, rough-in, supply, waste and vent	1.00	Ea.	$1,244.27	$1,244.27
224213163300	Cleaning up, clean up after job completion, allow, max	1.00	Job	$12.44	$12.44
224213169000	Urinal, minimum labor/equipment charge	1.00	Job	$221.63	$221.63
224213169000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.22	$2.22
Division 22 Plumbing Subtotal					**$8,425.95**
Subtotal					**$25,004.47**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$25,004.47**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$25,004.47**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$25,004.47**

Cost Estimate Report

Williamson County / Keith Geer

Leander, Texas, 78641

3005 Co Rd 175

Date: 01/25/2021

Wilco CHAMPION Park Restroom Reno- Al

Year 2021

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	2.00	M.S.F.	$56.30	$112.60
017413200052	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.57	$1.13
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	2.00	M.S.F.	$77.33	$154.66
017413200100	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.78	$1.55
017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	780.00	S.F.	$1.13	$881.40
017613200020	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.01	$8.81
019309502600	Moving equipment, remove and reset, 100' distance, no obstructions, assembly or leveling unless noted, file cabinet	24.00	Ea.	$28.35	$680.40
019309502600	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.28	$6.80
Division 01	**General Requirements Subtotal**				**$1,847.35**
Division 09	**Finishes**				
090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	500.00	S.F.	$0.60	$300.00
090190920520	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.01	$3.00
090190920530	Paint preparation, surface protection, placement & removal, volume cover up (using plastic sheathing or building paper)	2,500.00	S.F.	$0.02	$50.00
090190920530	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.00	$0.50
090190930810	Surface preparation, exterior, siding, masonry, brick & block, pressure wash, based on 2500 lb operating pressure	600.00	S.F.	$0.17	$102.00
090190930810	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.00	$1.02
099113700310	Paints & coatings, exterior doors, louvered, both sides, brushwork, primer + 2 coats, exterior latex, incl. frame & trim	2.00	Ea.	$98.13	$196.26

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
099113700310	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.98	$1.96
099123390400	Paints & coatings, interior latex, zero voc, doors, panel, both sides, roll & brush, primer + 2 coats, incl. frame & trim	2.00	Ea.	$116.76	$233.52
099123390400	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.17	$2.34
099123399000	Paints & coatings, doors & windows, interior zero voc latex, minimum labor/equipment charge	1.00	Job	$123.77	$123.77
099123399000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$1.24
099123523900	Paints & coatings, miscellaneous interior, grilles, per side, oil base, paint 1 coat, spray	1.00	S.F.	$0.51	$0.51
099123523900	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.01	$0.01
099123529900	Paints & coatings, miscellaneous interior, minimum labor/equipment charge	1.00	Job	$123.77	$123.77
099123529900	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$1.24
099123723210	Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, primer plus 2 finish coats, smooth, roller	700.00	S.F.	$0.89	$623.00
099123723210	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.01	$6.23
099123724000	Paints & coatings, walls & ceilings, interior, masonry or concrete block, block filler, 1 coat, brushwork	700.00	S.F.	$0.72	$504.00
099123724000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.01	$5.04
099123729900	Paints & coatings, walls & ceilings, interior, minimum labor/equipment charge	1.00	Job	$123.77	$123.77
099123729900	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$1.24
099123749900	Paints & coatings, walls & ceilings, interior, zero voc latex, minimum labor/equipment charge	1.00	Job	$123.77	$123.77
099123749900	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$1.24
Division 09	**Finishes Subtotal**				**$2,529.43**
Division 26	**Electrical**				
260505109000	Electrical demolition, minimum labor/equipment charge	1.00	Job	$116.42	$116.42
260505109000	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$11.64	$11.64
260505500120	Fixture hanger, flexible, 3/4" diameter, electrical demolition, remove	4.00	Ea.	$15.44	$61.76
260505500120	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$1.55	$6.18
260505505040	Ballast, high intensity discharge fixture, electrical demolition, remove	4.00	Ea.	$19.31	$77.24
260505505040	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$1.93	$7.72
260505505850	Fixture whip, electrical demolition, remove	4.00	Ea.	$4.66	$18.64

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
260505505850	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$0.47	$1.86
260505506070	Incandescent lamp, electrical demolition, remove	4.00	Ea.	$1.29	$5.16
260505506070	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$0.13	$0.52
260519900100	Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray	3.00	C.L.F.	$61.25	$183.75
260519900100	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.61	$1.84
260519900100	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$4.22	$12.65
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	50.00	L.F.	$4.66	$233.00
260533135020	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.05	$2.33
260533135020	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$0.36	$17.80
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	30.00	L.F.	$4.66	$139.80
260533135020	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$0.36	$10.68
265113554020	Interior LED fixtures, high bay, surface mounted, 3 bars, 246 watt	4.00	Ea.	$748.72	$2,994.88
265113554020	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$18.71	$74.84
Division 26 Electrical Subtotal					**$3,978.71**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					**$8,355.49**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$8,355.49**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$8,355.49**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$8,355.49**

Cost Estimate Report

Williamson County / Keith Geer

Leander, Texas, 78641

3005 Co Rd 175

Date: 01/25/2021

Wilco CHAMPION Park Restroom Reno- Al

Year 2021

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 06	**Wood, Plastics and Composites**				
060505201500	Selective demolition, millwork and trim, counter top, straight runs	20.00	L.F.	$3.10	$62.00
Division 06	**Wood, Plastics and Composites Subtotal**				**$62.00**
Division 12	**Furnishings**				
123223107850	Manufactured casework, cabinet panel	30.00	S.F.	$23.88	$716.40
123223109700	Custom cabinets, minimum labor/equipment charge	1.00	Job	$183.51	$183.51
123661162100	Solid surface countertop, acrylic polymer, solid colors, pricing for orders of 1-50 LF, 25" wide	30.00	L.F.	$137.47	$4,124.10
123661163900	Solid surface countertop, acrylic polymer, sinks, single bowl, hard seamed, solid colors, pricing for orders of 1-50 units, 13" x 17"	2.00	Ea.	$871.85	$1,743.70
Division 12	**Furnishings Subtotal**				**$6,767.71**
Division 22	**Plumbing**				
220505100710	Fountains, sinks or lavatories, selective demolition	2.00	Ea.	$35.46	$70.92
220505101220	Fixture, counter top lavatory, disconnect and remove	2.00	Ea.	$61.98	$123.96
220505101300	Fixture, sink, single compartment, selective demolition	2.00	Ea.	$61.98	$123.96
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	1.00	Job	$250.32	$250.32
Division 22	**Plumbing Subtotal**				**$569.16**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					**$7,398.87**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$7,398.87**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$7,398.87**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$7,398.87**

falkenberg
CONSTRUCTION CO., INC.
EST. 1983
WWW.FALKENBERGCONSTRUCTION.COM

January 26, 2021

Williamson County
219 Perry Mayfield Blvd
Leander, TX 78641

Reference: **Contract #: Buy Board 581-19**
Wilco Regional Park Restroom Renovations
FCC Proposal 7149.20 RR
Attention: Keith Geer

We propose to furnish labor, material and equipment to renovate men's and women's restroom at Regional Park per SOW below:

BASE Proposal Scope of Work:

Renovate flooring at main restroom buildings by installing a 2 coat epoxy and sealer coating
Demo existing and install new solid plastic partitions w/hooks
Demo existing and install new solid plastic urinal screens in men's restroom
Demo existing mirrors and install new
Demo and install new wall mounted water closets w/manual flush valves
Demo and install new wall mounted urinals w/manual flush valves
Demo and install new spring loaded manual operation faucets
Install new Restroom appliances, TP dispensers, Sanitary Napkin receptacle, soap dispenser

RS Means		$	59,056.40
Coefficient	0.98	$	(1,181.13)
Subtotal		$	57,875.27
Bond	2.50%	$	1,446.88
TOTAL			**$59,322.15**

Fifty Nine Thousand Three Hundred Twenty Two and 15/100…..Dollars

ADD : $12,096.00 to install new porcelain tile flooring in lieu of epoxy flooring

ADD Alternate # 1

New 1x4 exterior Light Fixtures Paint all walls and door Frames

RS Means		$	30,079.79
Coefficient	0.98	$	(601.60)
Subtotal		$	29,478.19
Bond	2.50%	$	736.95
TOTAL			**$30,215.15**

Thirty Thousand Two Hundred Fifteen and 15/100….....Dollars

ADD Alternate # 2

Replace sinks with new solid surface countertops with integral sinks Replace wood work with new ADA compact laminate undercounter

RS Means		$	15,721.98
Coefficient	0.98	$	(314.44)
Subtotal		$	15,407.54
Bond	2.50%	$	385.19
TOTAL			**$15,792.73**

Fifteen Thousand Seven Hundred Ninety Two and 73/.....Dollars

Exclusions:

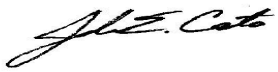
Permits, tax
Irrigation Work
Providing Security
After hours work

IV. Clarifications: Restroom appliances to be provided by Owner

Please review and call me if you have any questions.
Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.



John Castro
Project Manager

Cost Estimate Report

Williamson County / Keith Geer

Leander, Texas, 78641

3005 Co Rd 175

Date: 01/25/2021

Wilco Park Restroom Reno- ALT1

Year 2021

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	3.00	M.S.F.	$56.30	$168.90
017413200052	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.56	$1.69
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	3.00	M.S.F.	$77.33	$231.99
017413200100	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.77	$2.32
017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	780.00	S.F.	$1.13	$881.40
017613200020	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.01	$8.81
019309502600	Moving equipment, remove and reset, 100' distance, no obstructions, assembly or leveling unless noted, file cabinet	24.00	Ea.	$28.35	$680.40
019309502600	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.28	$6.80
Division 01	**General Requirements Subtotal**				**$1,982.31**
Division 09	**Finishes**				
090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	1,100.00	S.F.	$0.60	$660.00
090190920520	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.01	$6.60
090190920530	Paint preparation, surface protection, placement & removal, volume cover up (using plastic sheathing or building paper)	5,000.00	S.F.	$0.02	$100.00
090190920530	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.00	$1.00
090190930810	Surface preparation, exterior, siding, masonry, brick & block, pressure wash, based on 2500 lb operating pressure	2,200.00	S.F.	$0.17	$374.00
090190930810	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.00	$3.74
099113700310	Paints & coatings, exterior doors, louvered, both sides, brushwork, primer + 2 coats, exterior latex, incl. frame & trim	3.00	Ea.	$98.13	$294.39

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
099113700310	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.98	$2.94
099123390400	Paints & coatings, interior latex, zero voc, doors, panel, both sides, roll & brush, primer + 2 coats, incl. frame & trim	3.00	Ea.	$116.76	$350.28
099123390400	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.17	$3.50
099123399000	Paints & coatings, doors & windows, interior zero voc latex, minimum labor/equipment charge	1.00	Job	$123.77	$123.77
099123399000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$1.24
099123529900	Paints & coatings, miscellaneous interior, minimum labor/equipment charge	1.00	Job	$123.77	$123.77
099123529900	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$1.24
099123723210	Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, primer plus 2 finish coats, smooth, roller	2,200.00	S.F.	$0.89	$1,958.00
099123723210	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.01	$19.58
099123724000	Paints & coatings, walls & ceilings, interior, masonry or concrete block, block filler, 1 coat, brushwork	2,800.00	S.F.	$0.72	$2,016.00
099123724000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.01	$20.16
099123729900	Paints & coatings, walls & ceilings, interior, minimum labor/equipment charge	1.00	Job	$123.77	$123.77
099123729900	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$1.24
099123749900	Paints & coatings, walls & ceilings, interior, zero voc latex, minimum labor/equipment charge	1.00	Job	$123.77	$123.77
099123749900	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$1.24
Division 09	**Finishes Subtotal**				**$6,310.23**
Division 26	**Electrical**				
260505100200	Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	50.00	L.F.	$1.18	$59.00
260505101830	Wire, THW-THWN-THHN, #14, electrical demolition, removed from in place conduit, to 10' high	3.00	C.L.F.	$7.16	$21.48
260505101830	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.07	$0.21
260505109000	Electrical demolition, minimum labor/equipment charge	1.00	Job	$116.42	$116.42
260505109000	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$11.64	$11.64
260519900100	Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in wireway, conduit, cable tray	3.00	C.L.F.	$61.25	$183.75
260519900100	Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$4.22	$12.65
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	50.00	L.F.	$4.66	$233.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
265113554030	Interior LED fixtures, high bay, surface mounted, 4 bars, 328 watt	21.00	Ea.	$1,007.10	$21,149.10
Division 26 Electrical Subtotal					**$21,787.25**
Subtotal					**$30,079.79**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$30,079.79**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$30,079.79**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$30,079.79**

Cost Estimate Report

Williamson County / Keith Geer

Leander, Texas, 78641

3005 Co Rd 175

Date: 01/25/2021

Wilco Park Restroom Reno- ALT2

Year 2021

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 06	**Wood, Plastics and Composites**				
060505201500	Selective demolition, millwork and trim, counter top, straight runs	60.00	L.F.	$3.10	$186.00
Division 06	**Wood, Plastics and Composites Subtotal**				**$186.00**
Division 12	**Furnishings**				
123223107850	Manufactured casework, cabinet panel	40.00	S.F.	$23.88	$955.20
123223109700	Custom cabinets, minimum labor/equipment charge	1.00	Job	$183.51	$183.51
123661160100	Solid surface countertop, acrylic polymer, solid colors, pricing for orders of 100 LF or more, 25" wide	80.00	L.F.	$100.55	$8,044.00
123661163900	Solid surface countertop, acrylic polymer, sinks, single bowl, hard seamed, solid colors, pricing for orders of 1-50 units, 13" x 17"	7.00	Ea.	$871.85	$6,102.95
Division 12	**Furnishings Subtotal**				**$15,285.66**
Division 22	**Plumbing**				
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	1.00	Job	$250.32	$250.32
Division 22	**Plumbing Subtotal**				**$250.32**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					**$15,721.98**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$15,721.98**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$15,721.98**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$15,721.98**

Cost Estimate Report

Williamson County / Keith Geer

Leander, Texas, 78641

3005 Co Rd 175

Date: 01/25/2021

Wilco Park Restroom Renovations

Year 2021

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**					
017413200052		Cleaning up, cleanup of floor area, continuous, per day, during construction	1.00	M.S.F.	$56.30	$56.30
017413200052		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.56	$0.56
017413200100		Cleaning up, cleanup of floor area, final by GC at end of job	1.00	M.S.F.	$77.33	$77.33
017413200100		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.77	$0.77
019313030230		Re-surface new concrete floor, epoxy/silica finish, 1/8" thick, rolled, includes concrete floor cleaning	900.00	S.F.	$4.38	$3,942.00
019313030230		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.04	$39.42
Division 01	**General Requirements Subtotal**					**$4,116.38**
Division 03	**Concrete**					
030130620100		Patching concrete, floors, small area, regular grout, 1/4" thick	450.00	S.F.	$3.72	$1,674.00
030130620100		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.04	$16.74
030130629000		Patching concrete, minimum labor/equipment charge	1.00	Job	$83.81	$83.81
030130629000		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.84	$0.84
Division 03	**Concrete Subtotal**					**$1,775.39**
Division 09	**Finishes**					
090190930810		Surface preparation, exterior, siding, masonry, brick & block, pressure wash, based on 2500 lb operating pressure	900.00	S.F.	$0.17	$153.00
090190930810		Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.00	$1.53
090190949010		Surface preparation, interior, minimum labor/equipment charge	2.00	Job	$106.04	$212.08
090190949010		Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.06	$2.12

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
090505209000	Flooring demolition, minimum labor/equipment charge	2.00	Job	$76.28	$152.56
090505209000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.77	$1.53
096519239500	Flooring, minimum labor/equipment charge	1.00	Job	$98.05	$98.05
096519239500	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.98	$0.98
Division 09 Finishes Subtotal					**$621.85**
Division 10 Specialties					
100505101105	Specialties demolition, demolition, mirror, wall mounted	6.00	Ea.	$14.91	$89.46
100505101105	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.15	$0.89
100505101910	Specialties demolition, toilet cubicles, remove	9.00	Ea.	$111.53	$1,003.77
100505101910	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.12	$10.04
100505101930	Urinal screen, remove	3.00	Ea.	$37.18	$111.54
100505101930	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.37	$1.12
102113191760	Toilet cubicles, floor mounted, polymer plastic	9.00	Ea.	$1,087.41	$9,786.69
102113191760	Cleaning up, clean up after job completion, allow, max	1.00	Job	$10.87	$97.87
102113192100	Partitions, toilet, plastic, cubicles, floor mounted, for handicap units, add	3.00	Ea.	$395.00	$1,185.00
102113192100	Cleaning up, clean up after job completion, allow, max	1.00	Job	$3.95	$11.85
102113199000	Partitions, toilet, plastic, minimum labor/equipment charge	2.00	Job	$220.69	$441.38
102113199000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.21	$4.41
102114169000	Toilet compartment components, plastic-laminate clad, minimum labor/equipment charge	2.00	Job	$137.63	$275.26
102114169000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.38	$2.75
102114190130	Toilet compartment components, pilaster, floor anchored, polymer plastic, 7" wide x 70" high	8.00	Ea.	$258.46	$2,067.68
102114190130	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.59	$20.68
102114190310	Toilet compartment components, door, polymer plastic, 24" wide x 55" high	9.00	Ea.	$367.31	$3,305.79
102114190310	Cleaning up, clean up after job completion, allow, max	1.00	Job	$3.67	$33.06
102114190430	Toilet compartment components, headrail, for polymer plastic, 84" long	6.00	Ea.	$60.65	$363.90
102114190430	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.61	$3.64
102114199000	Toilet compartment components, plastic, minimum labor/equipment charge	2.00	Job	$137.63	$275.26
102114199000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.38	$2.75
102223139000	Partitions, minimum labor/equipment charge	2.00	Job	$367.82	$735.64
102223139000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$3.68	$7.36

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
102813133200	Toilet accessories, mirror, 48" x 24", with stainless steel 3/4" square frame	5.00	Ea.	$239.97	$1,199.85
102813133200	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.40	$12.00
102813134200	Toilet accessories, sanitary napkin/tampon dispenser recessed	6.00	Ea.	$736.78	$4,420.68
102813134200	Cleaning up, clean up after job completion, allow, max	1.00	Job	$7.37	$44.21
102813139000	Toilet accessories, minimum labor/equipment charge	1.00	Job	$109.95	$109.95
102813139000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.10	$1.10
102813139996	Toilet accessories, installation only, grab bars, straight, satin finish, 2-1/2" diameter x 42" long	3.00	Ea.	$30.45	$91.35
102813139996	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.30	$0.91
Division 10 Specialties Subtotal					**$25,717.84**
Division 22 Plumbing					
220505100720	Water closets, selective demolition	12.00	Ea.	$41.42	$497.04
220505100720	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.41	$4.97
220505100760	Cleanouts and drains, up thru 4" diameter, selective demolition	12.00	Ea.	$49.77	$597.24
220505100760	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.50	$5.97
220505101420	Fixture, water closet, wall mounted, selective demolition	12.00	Ea.	$70.92	$851.04
220505101420	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.71	$8.51
220505102162	Pipe, plastic, with fittings, 2" thru 3" diameter, selective demolition	120.00	L.F.	$2.49	$298.80
220505102162	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.02	$2.99
220505106100	Fixture, plumbing, remove and reset fixtures, difficult access	12.00	Ea.	$124.56	$1,494.72
220505106100	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.25	$14.95
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	2.00	Job	$250.32	$500.64
220505109000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.51	$5.01
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	2.00	Job	$250.32	$500.64
220505109100	Valves or strainers and similar, metal, up thru 1-1/2" diameter, selective demolition	4.00	Ea.	$17.88	$71.52
220505109100	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.18	$0.72
220505109200	Valve, plastic, up thru 1-1/2" diameter, selective demolition	4.00	Ea.	$11.86	$47.44
220505109200	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.12	$0.47
220505109300	Vent flashing or vent caps, selective demolition	4.00	Ea.	$9.06	$36.24
220505109300	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.09	$0.36
220523201450	Valves, bronze, ball, 150 psi, 1/2", threaded or soldered	12.00	Ea.	$43.82	$525.84

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
220523201450	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.44	$5.26
221316609000	Traps, minimum labor/equipment charge	2.00	Job	$164.30	$328.60
224139102290	Faucets/fittings, lavatory faucet, center set with single control lever handle, polished chrome, with pop-up drain	7.00	Ea.	$313.72	$2,196.04
224139102290	Cleaning up, clean up after job completion, allow, max	1.00	Job	$3.14	$21.96
224139109000	Faucets/fittings, minimum labor/equipment charge	2.00	Job	$123.52	$247.04
224139109000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$1.24	$2.47
224213133100	Water closet, bowl only, wall hung, includes flush valve and seat	9.00	Ea.	$1,215.67	$10,941.03
224213133100	Cleaning up, clean up after job completion, allow, max	1.00	Job	$12.16	$109.41
224213139000	Water closet, minimum labor/equipment charge	2.00	Job	$221.63	$443.26
224213139000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.22	$4.43
224213163140	Urinal, wall hung, vitreous china, with self-closing valve, water saving, .5 gpf	3.00	Ea.	$938.12	$2,814.36
224213163140	Cleaning up, clean up after job completion, allow, max	1.00	Job	$9.38	$28.14
224213163300	Urinal, wall hung, rough-in, supply, waste and vent	3.00	Ea.	$1,244.27	$3,732.81
224213163300	Cleaning up, clean up after job completion, allow, max	1.00	Job	$12.44	$37.33
224213169000	Urinal, minimum labor/equipment charge	2.00	Job	$221.63	$443.26
224213169000	Cleaning up, clean up after job completion, allow, max	1.00	Job	$2.22	$4.43
Division 22 Plumbing Subtotal					**$26,824.94**
Subtotal					**$59,056.40**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$59,056.40**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$59,056.40**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$59,056.40**

Commissioners Court - Regular Session **35.**

Meeting Date: 02/23/2021

3b

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the salary study results from Cycle 3B as presented by Human Resources and the timeline for funding the changes.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

3bsalary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 09:11 AM

Form Started By: Rebecca Clemons Started On: 02/10/2021 03:26 PM

Final Approval Date: 02/11/2021



SALARY STUDY 3B

PRESENTED BY REBECCA CLEMONS

RESULTS OVERVIEW

→ Total positions & classifications reviewed:

- 213 positions
- 80 classifications

→ Total classifications after the study:

- *41

→ Total number of positions with pay grade change:

- *143

*Does not include Animal Services

FISCAL IMPACT

→Total impact $118,914

- $62,756 Magistrate

→Total with fringe

- $146,017



Commissioners Court - Regular Session **36.**

Meeting Date: 02/23/2021

public hearing parks

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct a public hearing relating to a request to move part-time salary dollars, hours, and related fringe funding within Department 510 - Parks between PCN's #9948 and #9947 and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

The total budgeted amount will remain the same for the part-time salary line due to moving 330.88 hours from PCN #9948 to PCN #9947 for a total move of $4,456.95 salary dollars. The payment will be made through the regular payroll process using general fund, salary dollars in the Parks Department budget. The public purpose is to better serve the public by reallocating part-time hours due to a vacancy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/17/2021 01:12 PM

Form Started By: Rebecca Clemons Started On: 02/14/2021 10:20 AM

Final Approval Date: 02/17/2021

Commissioners Court - Regular Session **37.**

Meeting Date: 02/23/2021

action item parks

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on transferring $4,456.95 from PCN #9948 to #9947 within the Parks Department 510 budget.

Background

Move 330.88 hours and $4,456.95 from PCN9948 to PCN9947. Hourly rate for PCN 9948 will remain at $13.47 and hourly rate for vacancy 9947 will reduce from $14.01 to $13.47 (based on the pay rate of a new hire). Part-time positions are approved during the budget process with a rate and allocation of hours.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/17/2021 01:13 PM

Form Started By: Rebecca Clemons Started On: 02/14/2021 10:22 AM

Final Approval Date: 02/17/2021

Commissioners Court - Regular Session **38.**

Meeting Date: 02/23/2021

DC office

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 am Conduct a public hearing relating to a request to move salary surplus dollars in District Clerk Dept. #450 to PCN 0743 and PCN 1800 and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

The reason for the payment in excess of the budgeted amount, increases of $4,379.93 to PCN.0745 and $1,799.05 to PCN.1800, is within the current retention policy. The payment will be made through the regular payroll process using general fund, salary dollars already in the District Clerk's departmental budget. The public purpose is retaining highly skilled employees within the District Clerk's office who are at a high risk of being recruited or seeking employment within other departments. All moves are within current policy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/10/2021 04:10 PM

Form Started By: Rebecca Clemons Started On: 02/10/2021 10:14 AM

Final Approval Date: 02/10/2021

Commissioners Court - Regular Session **39.**

Meeting Date: 02/23/2021

DC2

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to move funding within the District Clerk's previously approved full time salary budget.

Background

The funding would move -
From PCN 0745 in the amount of $6,178.98,
To PCN 0743 in the amount of $4,379.93,
To PCN 1800 in the amount of $1,799.05.
The moves would be for retention purposes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/10/2021 04:20 PM
Form Started By: Rebecca Clemons		Started On: 02/10/2021 10:17 AM
Final Approval Date: 02/10/2021		

Commissioners Court - Regular Session **40.**

Meeting Date: 02/23/2021

DOI Projects and Issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/12/2021 12:47 PM
Form Started By: Vicky Edwards		Started On: 01/08/2021 02:40 PM
Final Approval Date: 01/12/2021		

Commissioners Court - Regular Session **41.**

Meeting Date: 02/23/2021

February 2021 Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the February 2021 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February 2021 Construction Summary Report

February 2021 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 11:57 AM
Form Started By: Dawn Haggard		Started On: 02/09/2021 02:41 PM
Final Approval Date: 02/11/2021		

ROAD BOND PROGRAM

Construction Summary Report

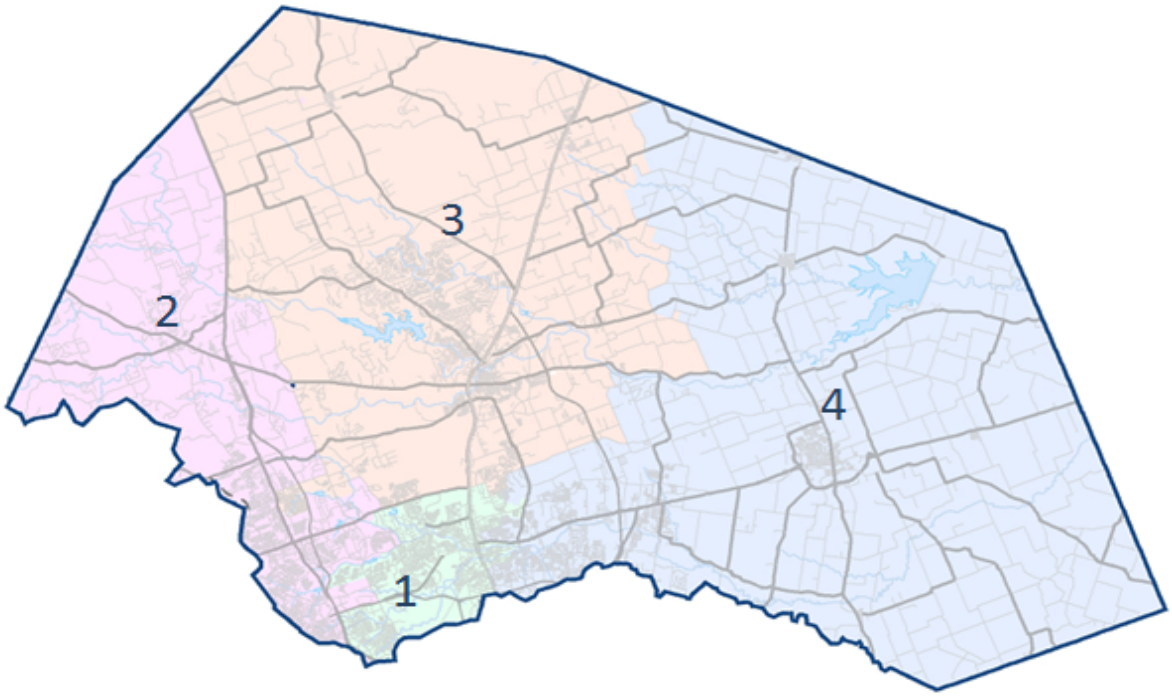
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

February 2021

WWW.ROADBOND.ORG

Volume XX - Issue No.02



Presented By: HNTB

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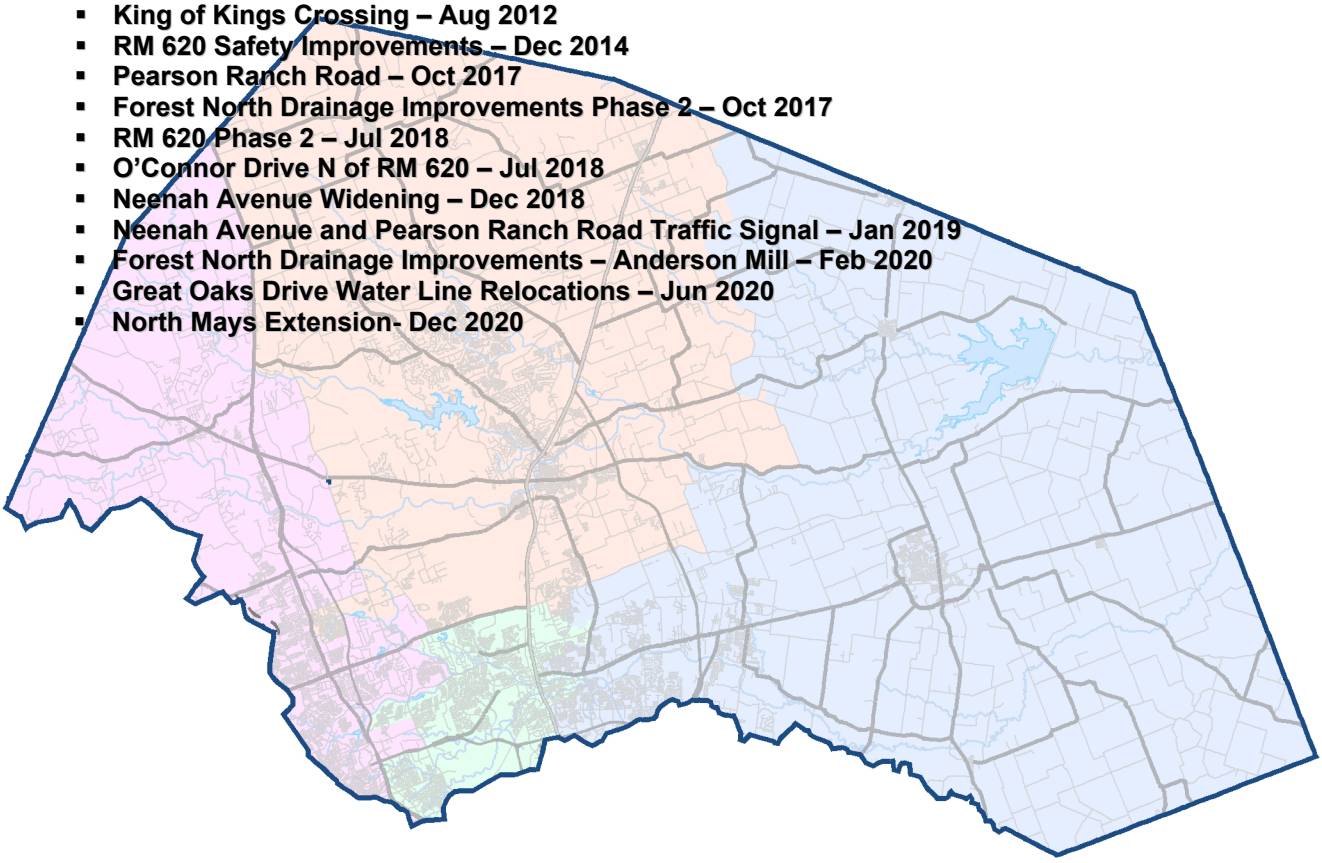
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2021

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **Great Oaks Drive Water Line Relocations – Jun 2020**
- **North Mays Extension- Dec 2020**



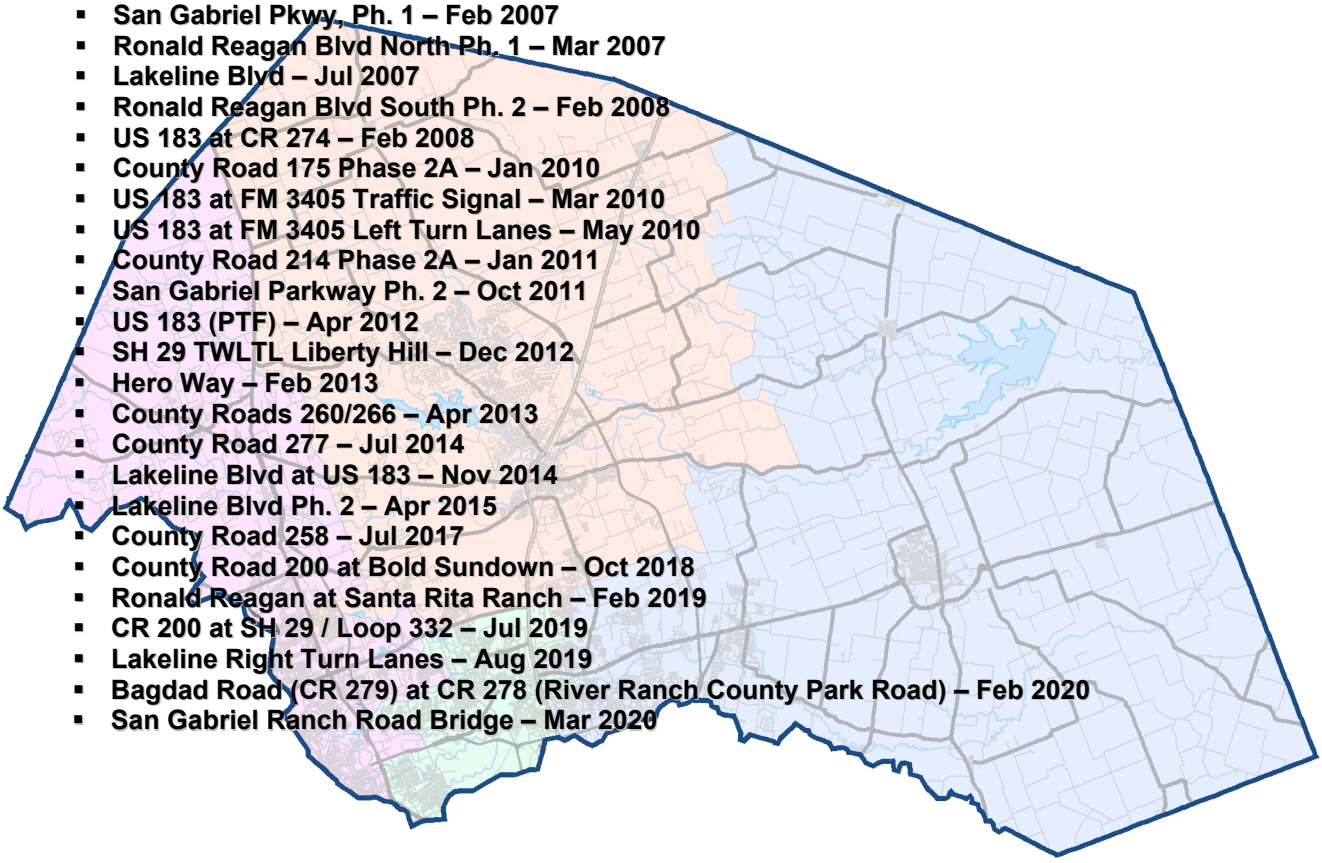
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2021

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**



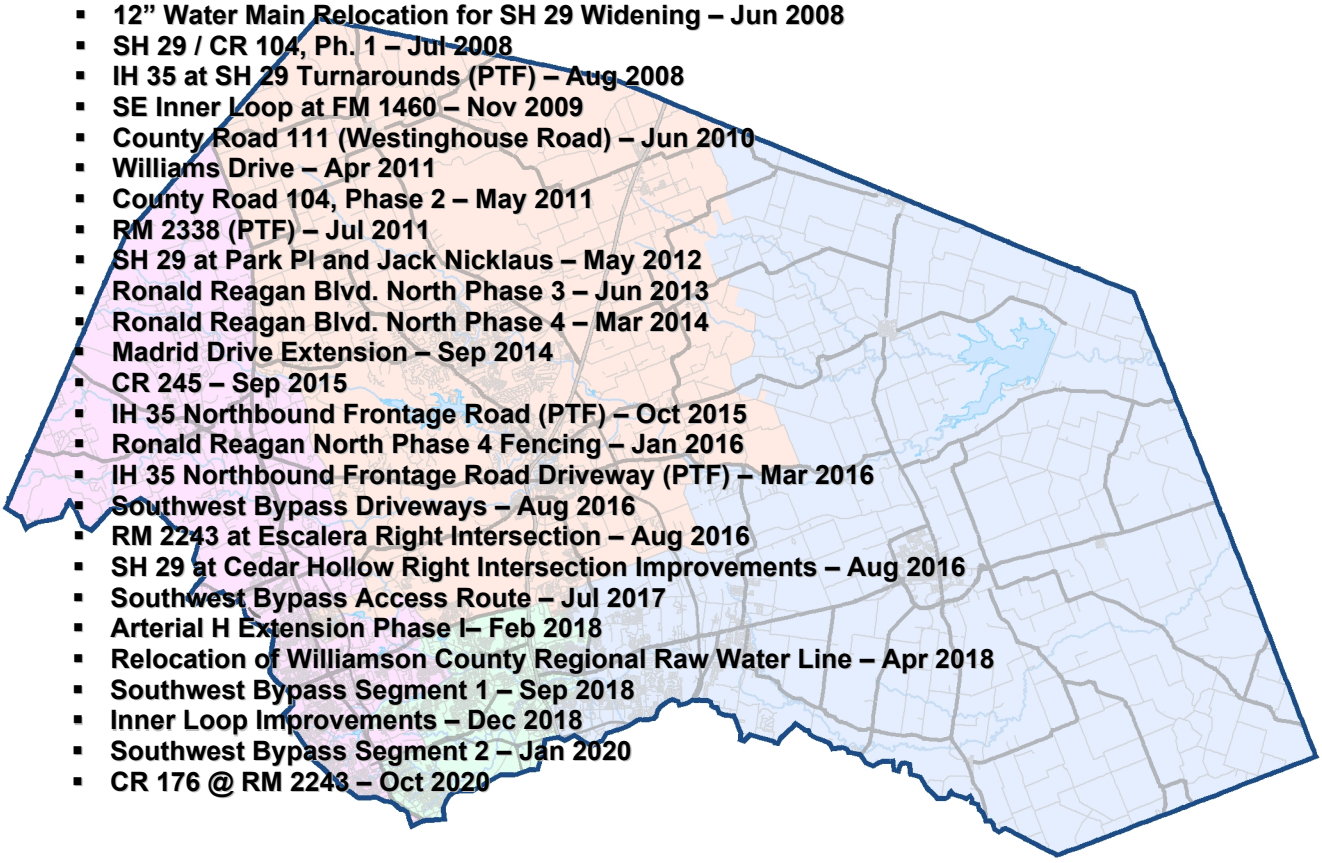
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2021

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **Southwest Bypass Segment 1 – Sep 2018**
- **Inner Loop Improvements – Dec 2018**
- **Southwest Bypass Segment 2 – Jan 2020**
- **CR 176 @ RM 2243 – Oct 2020**



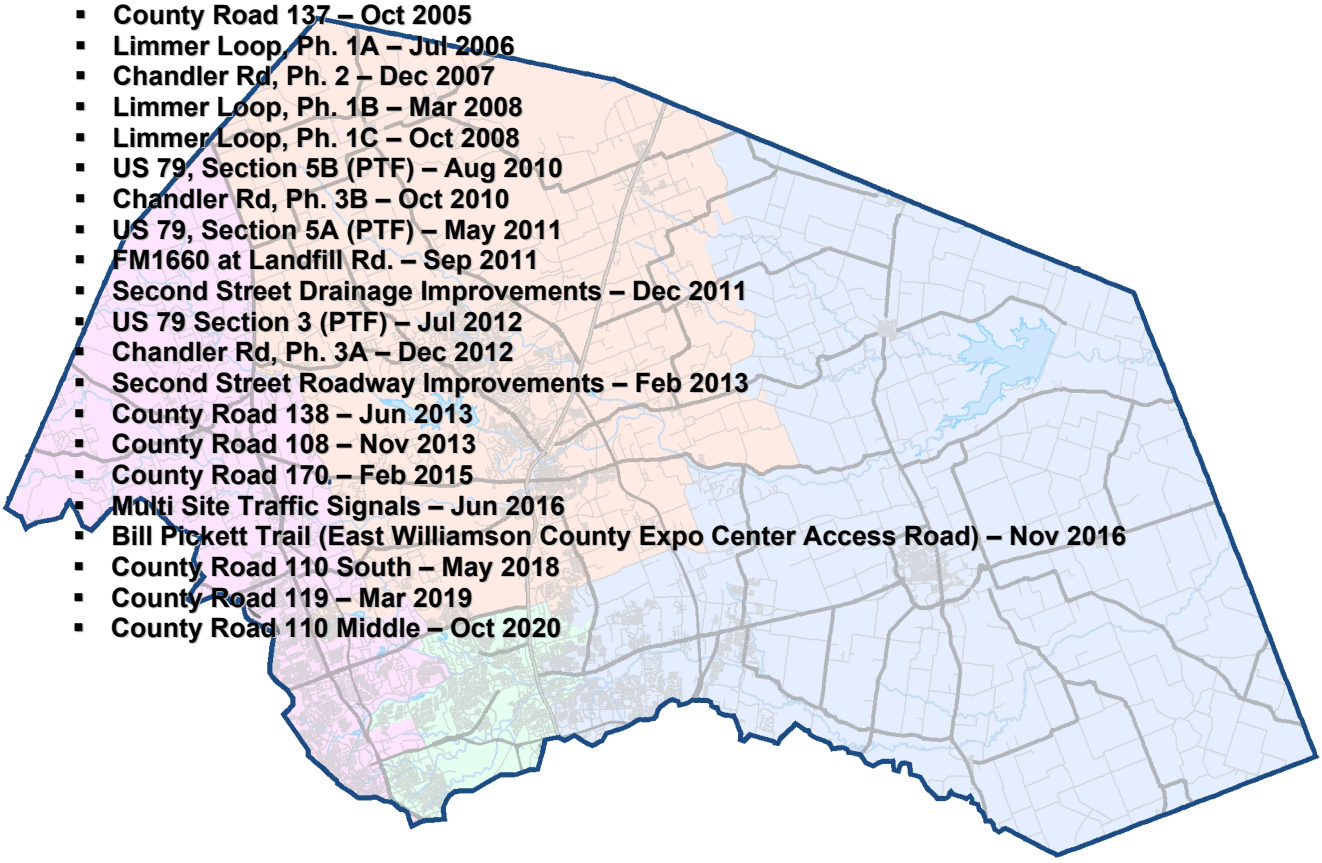
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

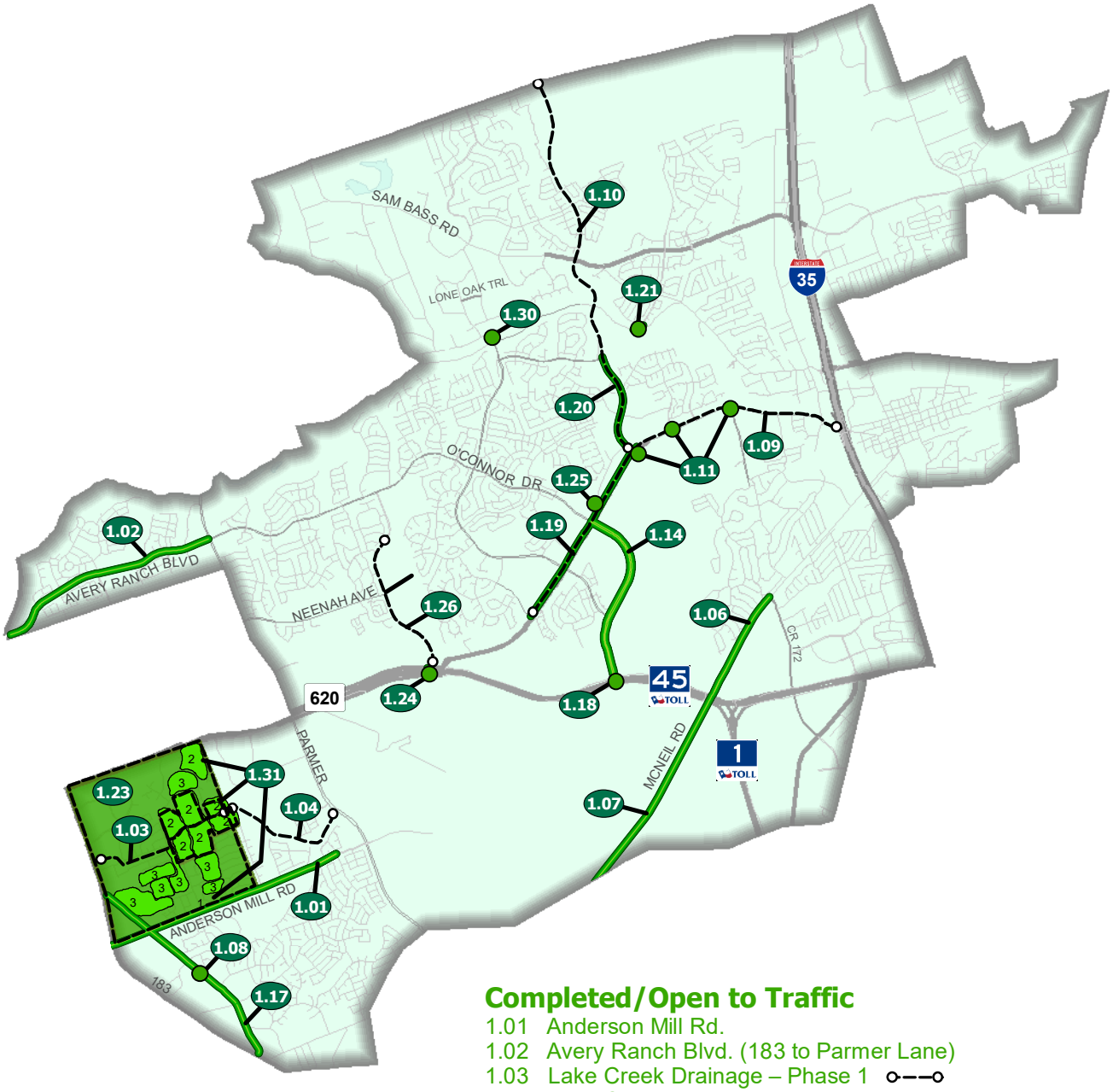
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2021

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**



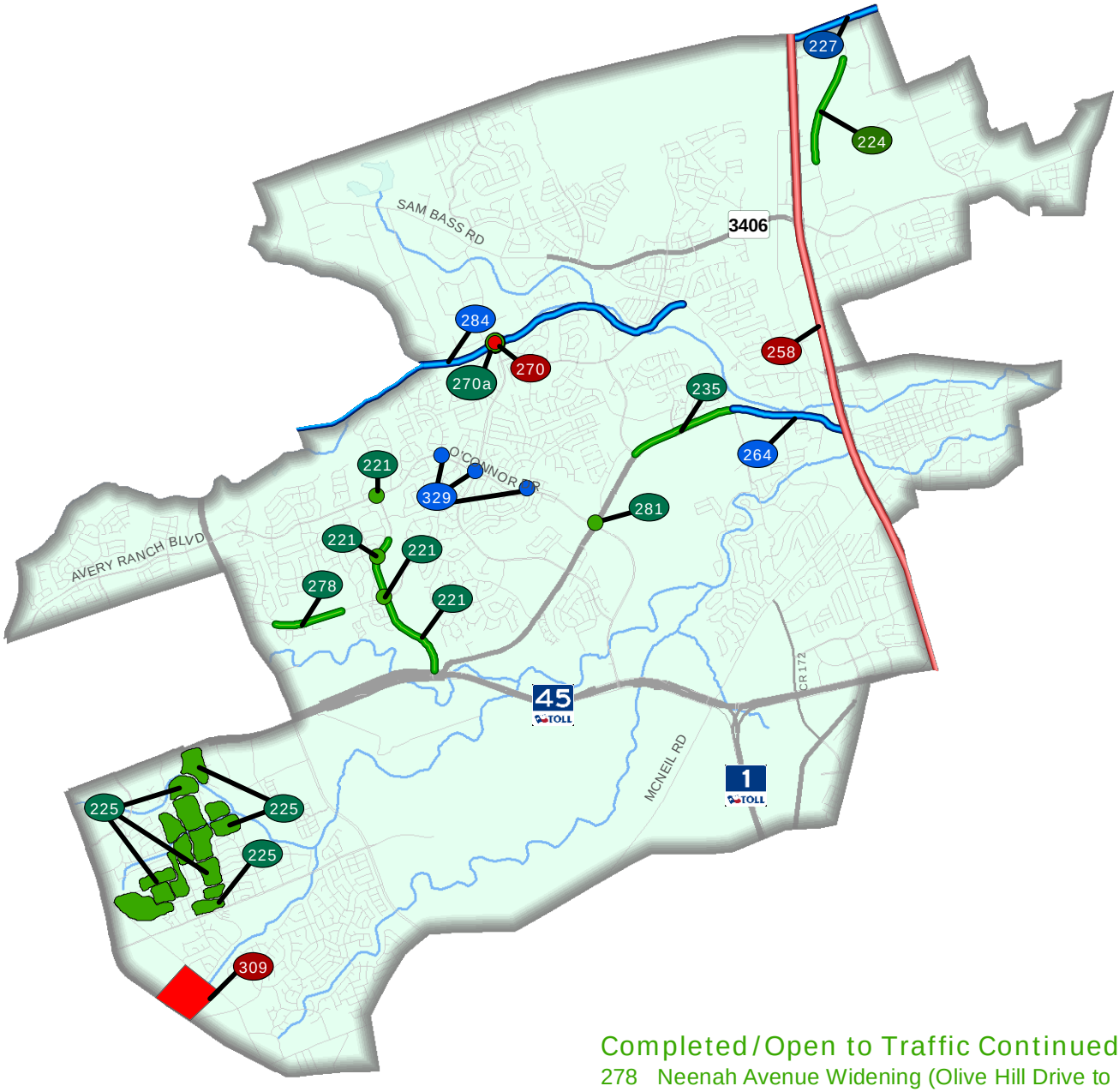
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

- 221 Pearson Ranch Road
- 221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
- 221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 225 Forest North Drainage Improvements Phase 2
- 225 Forest North Drainage Improvements Phase 3 (Design)
- 225 Forest North Drainage Improvements Anderson Mill Zone
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 270a Great Oaks Drive Waterline Relocations

Completed/Open to Traffic Continued.

- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

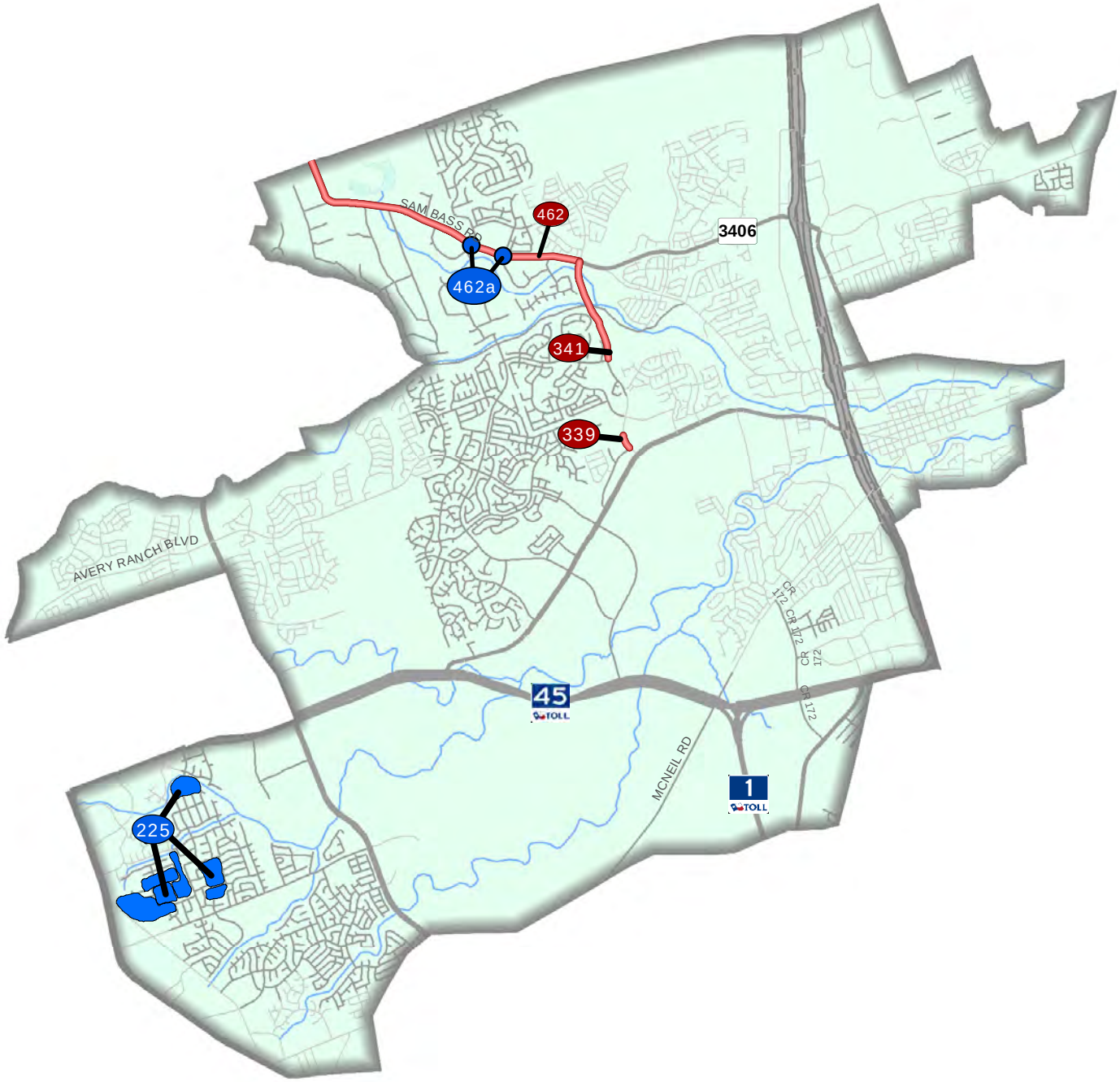
Under Construction/Bidding

- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

2019 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Under Construction/Bidding

225 Forest North Drainage Improvements Phase 3

462a Corridor H/Sam Bass Road Interim Traffic Signals

In Design

339 Wyoming Springs Intersection Improvements (At Smyers Lane)

341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	0	410

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	8
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	23
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	30
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	14	38
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	20	45
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	27	53
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	51	60
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	59	68
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	63	75
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	66	82
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	69	90
13	2/1/2020	2/28/2020	28	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	71	97
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	72	104
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	76	112
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	79	119
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	83	127
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	87	134
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	90	142
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	91	149
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	94	157
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	96	164
23	12/1/2020	12/31/2020	31	$416,001.65	$9,804,360.58	$46,222.41	$1,089,373.40	100	171

1/28/2021 Comments - Substantial Completion was achieved on December 16, 2020.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
3	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
4	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Adjusted Price = $10,889,608.71

Great Oaks Water Line Relocations
Project No. 3185

Original Contract Price = $1,325,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
1/7/2020	2/4/2020	2/19/2020	2/24/2020	6/18/2020			60	0	60

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/24/2020	3/2/2020	8	$336,836.04	$336,836.04	$37,426.23	$37,426.23	26	13
2	3/3/2020	3/27/2020	25	$359,779.20	$696,615.24	$39,975.46	$77,401.69	54	55
3	3/28/2020	6/18/2020	83	$493,633.29	$1,190,248.53	$54,848.15	$132,249.84	92	193
4	6/19/2020	12/31/2020		$195,018.76	$1,385,267.29	-$103,979.08	$28,270.76	98	193

1/28/2021 Comments - Closeout is ongoing.

Change Order Number	Approved	Cost This CO	Total COs
01	6/2/2020	$30,099.11	$ 30,099.11

3F: County Convenience. Additional work desired by the County. This Change Order adds work to prevent bats from roosting under the Great Oaks Bridge over Brushy Creek. This item is being added to the project so that the work can be performed during the winter season.

Change Order Number	Approved	Cost This CO	Total COs
02	6/2/2020	$140,830.73	$ 170,929.84

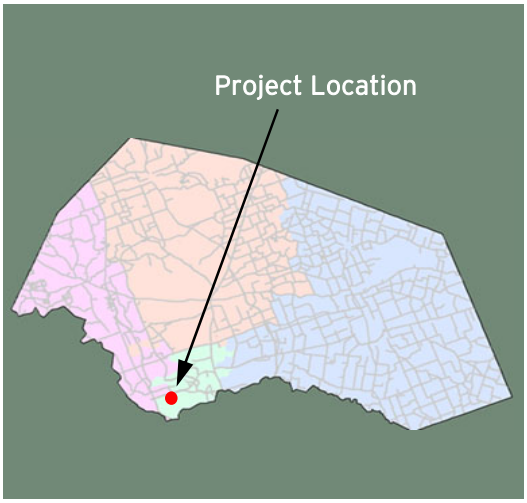
4B: Third Party Accommodation. Third party requested work. This Change Order adds revisions to the Brushy Creek MUD water line design that did not make it into the original plans.

Change Order Number	Approved	Cost This CO	Total COs
03	12/15/2020	$ (55,892.02)	$ 115,037.82

2E: Differing Site Contions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing of the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 4B: Third Party Accommodation. Third party requested work. This Change Order adds items to the contract for the Fern Bluff 12" water line connections made after substantial completion was acheived for the rest of the project. 1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects item quantities from the bid form that did not match the plans. This Change Order also adds an item to access liquidated damages on the Contractor.

Adjusted Price = $1,440,037.82





Forest North Phase 3
(Residential Drainage of the Forest North subdivision)

Project Length: Residential Neighborhood
Roadway Classification: Drainage Improvements

Project Schedule: June 2020 - January 2022
Estimated Construction Cost: $4.8 Million



JANUARY 2021 IN REVIEW

01/08/2021: DeNucci Constructors completed installation of City of Austin (COA) water line services and excavation and installation of the COA Water Line A on Shady Oaks Street began in the Newberry Zone. Safety End Treatment riprap aprons were formed and poured along Broadmeade Avenue in the Sherbourne Zone. Subcontractor Woolery Custom Fence installed fencing in Norchester Court.

01/15/2021: Driveways and sidewalks were formed and poured at various locations along Broadmeade in the Sherbourne Zone. Mailboxes were installed along Stillforest in the Norchester Zone. Drop inlet and storm sewer work began on Longvale in the Shady Oaks Zone.

01/22/2021: Driveways and drop inlet aprons were formed and poured at various locations along Broadmeade in the Norchester and Sherbourne Zones. Drop inlet and storm sewer work continued on Longvale.

01/29/2021: Work continued on Storm Sewer Line SD1-2 in the Shady Oaks Zone. Box culvert work began on the Woodvale Channel crossing. Subcontractor Capital Tree Experts began clearing the trees in the Channel SD1-1 easement in the Shady Oaks zone.



Design Engineer: K. Friese & Associates
Contractor: DeNucci Contractors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Forest North Phase 3
Project No. 3866

Original Contract Price = $4,793,058.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
4/23/2020	5/5/2020	6/1/2020	6/11/2020			600	0	600

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/11/2020	6/30/2020	20	$162,371.70	$162,371.70	$18,041.30	$18,041.30	4	3
2	7/1/2020	7/31/2020	31	$312,289.20	$474,660.90	$34,698.80	$52,740.10	11	9
3	8/1/2020	8/31/2020	31	$290,125.80	$764,786.70	$32,236.20	$84,976.30	18	14
4	9/1/2020	9/30/2020	30	$287,032.05	$1,051,818.75	$31,892.45	$116,868.75	24	19
5	10/1/2020	10/31/2020	31	$468,464.76	$1,520,283.51	$52,051.64	$168,920.39	35	24
6	11/1/2020	11/30/2020	30	$206,112.42	$1,726,395.93	$22,901.38	$191,821.77	40	29
7	12/1/2020	12/31/2020	31	$311,530.68	$2,037,926.61	$34,614.52	$226,436.29	47	34
8	1/1/2021	1/31/2021	31	$169,934.92	$2,207,861.53	$18,881.66	$245,317.95	51	39

Change Order Number	Approved	Cost This CO	Total COs
01	10/6/2020	$22,353.00	$ 22,353.00

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requesed work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$5,017.92	$ 27,370.92

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

Change Order Number	Approved	Cost This CO	Total COs
3	1/12/2021	$ 27,841.45	$ 55,212.37

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new item to pay the Contractor for additional potholing needed to locate City of Austin (COA) water lines and services in locations not called for in the plans and outside the normal bid item subsidiary potholing. This Change Order also adds a new item to pay the Contractor to remove and replace mailboxes that are in conflict with COA water line relocations. The City of Austin has agreed to pay the additional costs associated with these items.

Change Order Number	Approved	Cost This CO	Total COs
4	1/12/2021	$ 2,215.00	$ 57,427.37

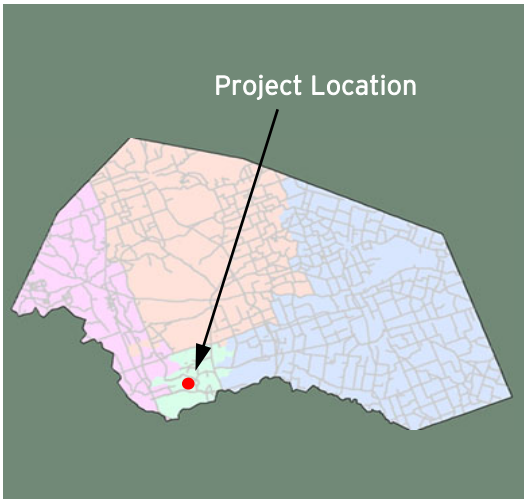
2E: Differeing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds two new items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin 12" per Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

Change Order Number	Approved	Cost This CO	Total COs
5	1/12/2021	$ 5,117.00	$ 62,544.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site condtions (unforeseeable). This Change Order also adds an item to compensate the Contractor for the cost to relocate a copper water service line on the private side of the water line service at 13013 Stillforest Street. The existing copper water service line is required to be moved because it is in conflict with proposed storm sewer installation. The County is paying the cost of this Change Order.

Adjusted Price = $4,855,602.52





O'Connor Traffic Signals
(Morgan Hill, Great Oaks, and Liberty Walk Intersections)

Project Length: .1 miles
Roadway Classification: Residential Intersections

Project Schedule: October 2019 - March 2021
Estimated Construction Cost: $0.9 Million



JANUARY 2021 IN REVIEW



01/08/2021: Champion Infrastructure installed conduits and set ground boxes at the northwest corner of the Morgan Hill intersection. An unknown, unmarked, and direct-buried air release valve on a Fern Bluff water line was hit during excavation at Morgan Hill on 1/5/21. The Fern Bluff MUD notified neighbors and shut off water to a small section of the Oak Brook neighborhood to make the repair. Water was turned back on at noon.

01/15/2021: The controller pad, ground box aprons and sidewalk on the northwest corner of Morgan Hill were formed. Conduits continued to be installed and sidewalk replaced on the southeast corner of Morgan Hill. Installation of conduits for electric service at Morgan Hill continued.

01/22/2021: Concrete was completed for the controller pad, ground box apron and sidewalk at the northwest corner of the Morgan Hill Trail intersection. The electric service pedestal was formed.

01/29/2021: Installation of conduits at Morgan Hill Trail intersection was completed. Concrete for the electric service pedestal at Morgan Hill Trail intersection was formed. Signal foundations were drilled at the Morgan Hill Trail intersection.

Design Engineer: Kimley-Horn
Contractor: Champion Infrastructure
Construction Observation:
Clayton Weber / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

O'Connor Traffic Signals
Project No. 1907-333

Original Contract Price = $853,503.50

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
8/20/2019	9/17/2020	10/3/2019	10/14/2019			210	0	210

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/1/2020	6/30/2020	30	$91,850.40	$91,850.40	$10,205.60	$10,205.60	10	14
2	7/1/2020	7/31/2020	31	$56,002.50	$147,852.90	$6,222.50	$16,428.10	17	29
3	8/1/2020	8/31/2020	31	$80,984.74	$228,837.64	$8,998.30	$25,426.40	26	44
4	9/1/2020	9/30/2020	30	$41,649.50	$270,487.14	$4,627.73	$30,054.13	31	58
5	10/1/2020	10/31/2020	31	$78,278.28	$348,765.42	$8,697.59	$38,751.72	39	73
6	11/1/2020	11/30/2020	30	$24,011.05	$372,776.47	$2,667.90	$41,419.62	42	87
7	12/1/2020	12/31/2020	31	$68,702.27	$441,478.74	$7,633.58	$49,053.20	50	102
8	1/1/2021	1/31/2021	31	$23,573.00	$465,051.74	$2,619.23	$51,672.43	52	117

Change Order Number	Approved	Cost This CO	Total COs
01	9/29/2020	$19,683.04	$ 19,683.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$33,656.00	$ 53,339.04

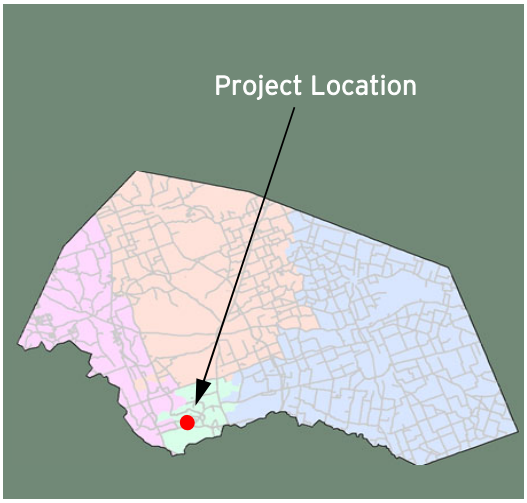
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of O'Connor Drive and Great Oaks Drive. This change in the method of construction was necessary due to the location of existing utilities within the right of way and in the roadway. To accommodate the open cut trench method, the designer changed the conduit from 2 - 3" and 1 - 2" conduits to 4 - 2" conduits. The conduit run equals approximately 300 feet and this change order adds an additional 2" run to the project, totalling 1200 linear feet. This Change Order also adds a new Force Account item to pay for off-duty police officers and vehicles for traffic control during open trenching operations at the Great Oaks and Morgan Hill intersections.

Change Order Number	Approved	Cost This CO	Total COs
3	2/9/2021	$ 77,716.34	131,055.38

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including; additional cost to complete installation conduits at Liberty Walk and Morgan Hill intersections due to various utility conflicts, the additional cost to replace curb and gutter that was removed in order to install conduit crossings via “open-cut” method at all three intersections, and the additional cost of maintaining project perimeter signs and barricades due to a project delay caused by working around existing utilities. 4B: Third Party Accommodation. Third party requested work. This Change Order adds a pay item for the additional cost to relocate the controller pad at Liberty Walk intersection.

Adjusted Price = $984,558.88





Corridor H - Sam Bass Interim Traffic Signals

(Residential Traffic Signals at Walsh Ranch Road and Great Oaks Drive)

Project Length: .2 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: January 2021 - March 2021
Estimated Construction Cost: $0.3 Million



JANUARY 2021 IN REVIEW

01/08/2021: Construction was delayed due to a delay on the delivery of the signal heads. A Design change is ongoing at the Great Oaks intersection to adjust controller and signal pole locations. The Full Notice to Proceed was issued on 1/5/21 with time charges beginning 1/19/21.

01/15/2021: A design change is ongoing at the Great Oaks intersection to add pedestrian signal to the existing crossing.

01/22/2021: Time charges began on Tuesday, 1/19/20. Perimeter signs and road bond signs were installed. Design revisions for the added pedestrian signals at Great Oaks intersection were issued and forwarded to the Contractor for pricing.

01/29/2021: Oncor installed the service drop for the electric service at Walsh Ranch intersection. Austin Traffic Signal laid out the signal pole locations at both intersections and is scheduled to begin drilling and setting timber poles.



Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
Feng Chen / Clayton Weber, HNTB

Williamson County
Road Bond Program

HNTB

Corridor H - Sam Bass Interim Traffic Signals
Project No. T1740

Original Contract Price = $319,866.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/1/2020	9/29/2020	1/5/2021	1/19/2021				60	0	60

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/1/2020	12/31/2020		$9,000.00	$9,000.00	$1,000.00	$1,000.00	3	0

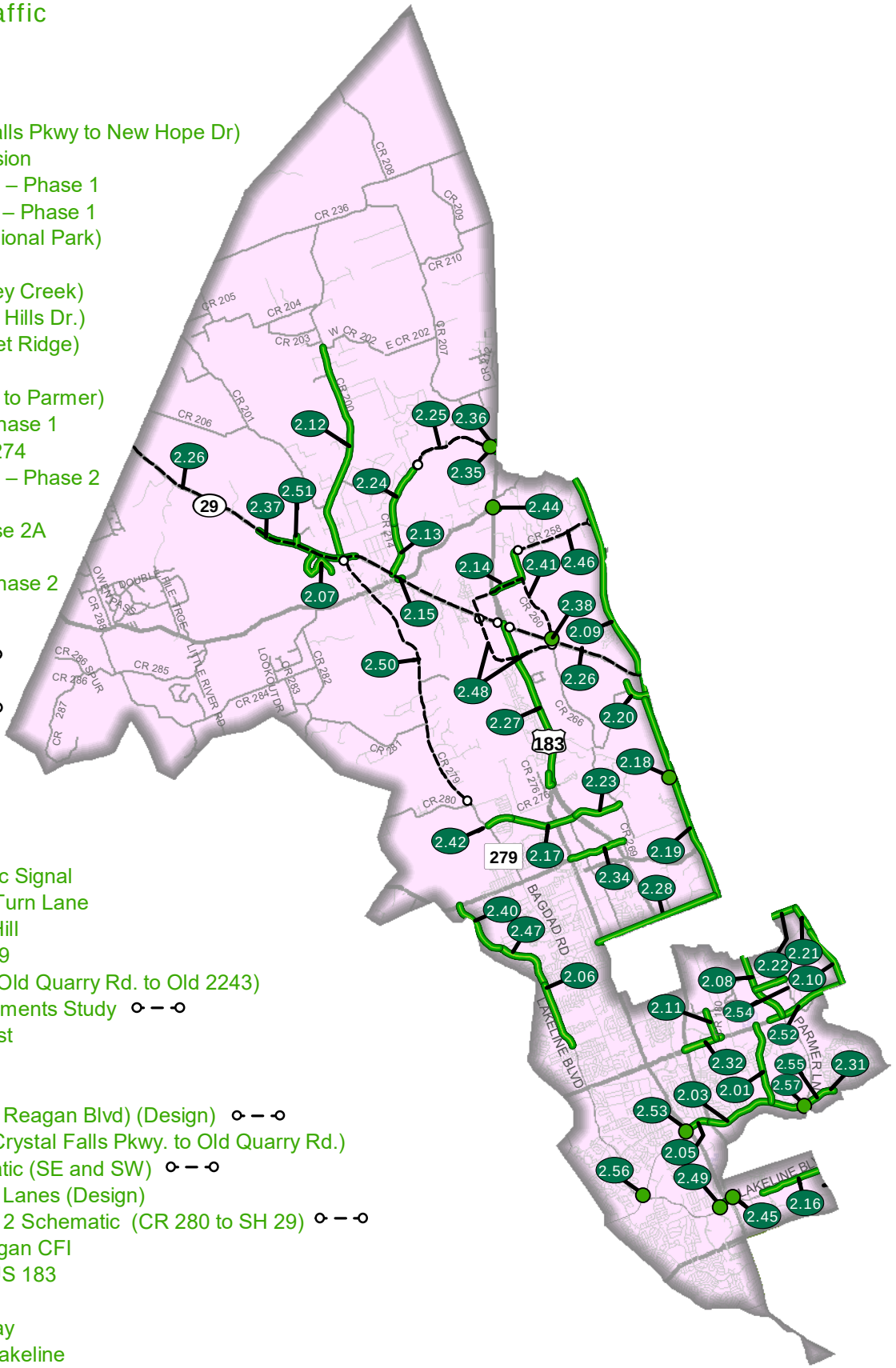
1/28/2020 Comments - Notice to Proceed was issued on 1/5/21, with time charges beginning on 1/19/21.

Adjusted Price = $319,866.00

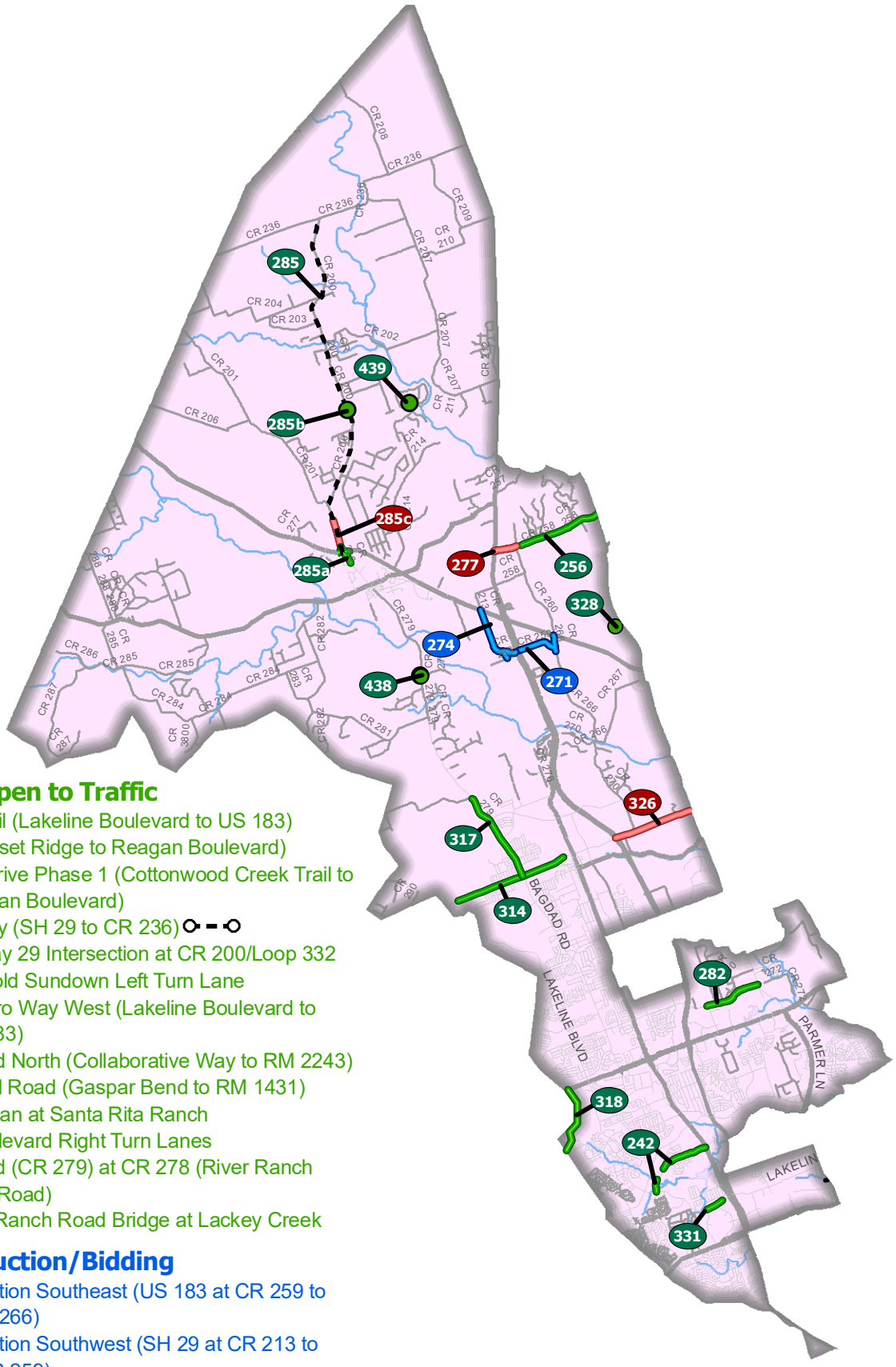
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.45 Lakeline Blvd. at US 183
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.49 Lakeline Blvd. Right Turn Lanes (Design)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.52 RM 1431 at Parmer/ Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane



2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

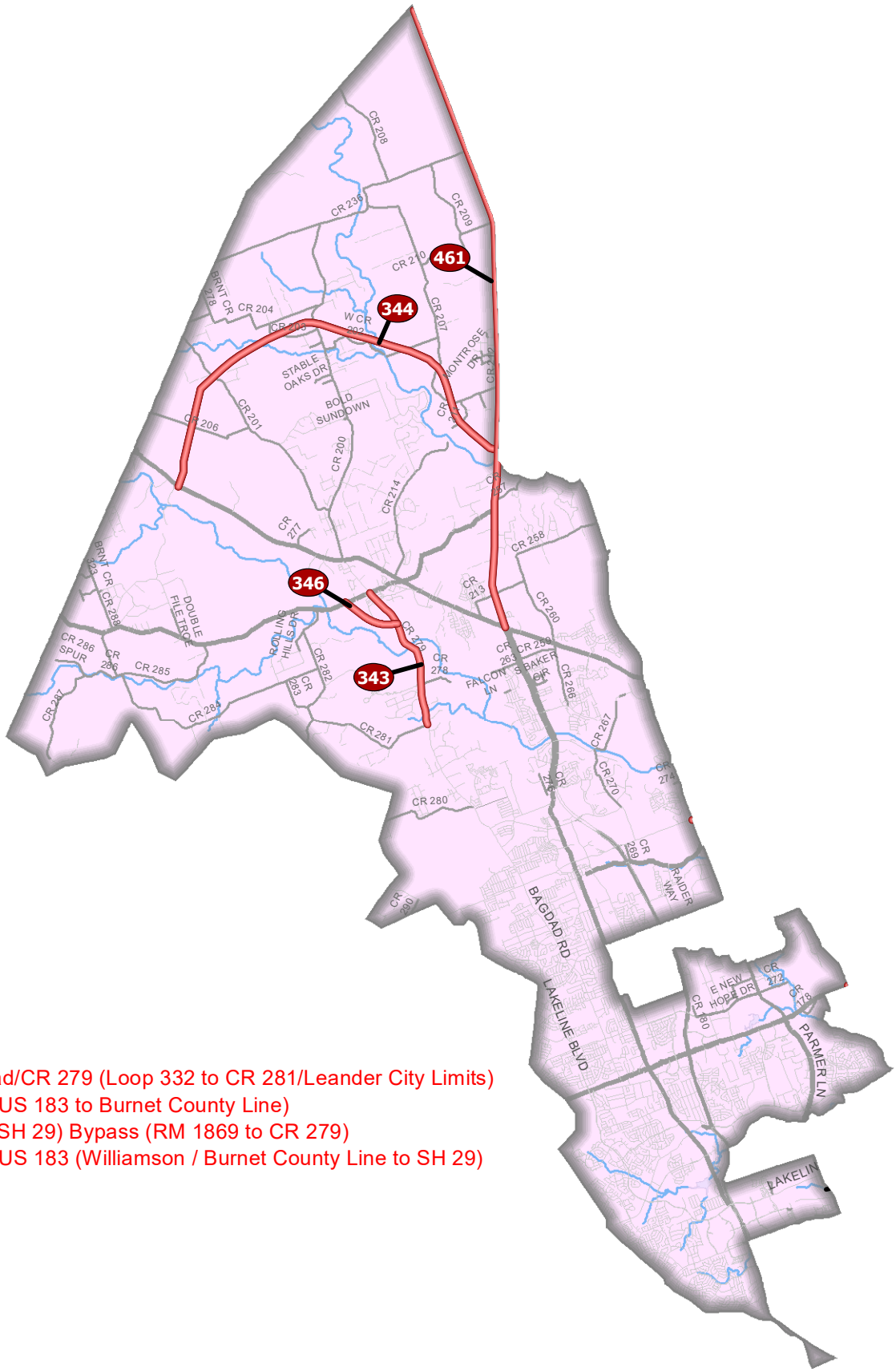
Under Construction/Bidding

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)

In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)
285c CR 200 (CMTA Railroad to CR 201)
326 RM 2243 Realignment (183A to Southwest Bypass)

2019 Road Bond Program Projects
Precinct 2 - Commissioner Long



In Design

343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (US 183 to Burnet County Line)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
461 Corridor F / US 183 (Williamson / Burnet County Line to SH 29)

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229

Original Contract Price = $2,959,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/15/2018	9/11/2018	10/18/2018	10/28/2018	2/13/2020			480		480

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/28/2018	12/31/2018	65	$7,296.69	$7,296.69	$810.74	$810.74	0	14
2	1/1/2019	1/31/2019	31	$204,653.21	$211,949.90	$22,739.25	$23,549.99	8	20
3	2/1/2019	2/28/2019	28	$159,772.72	$371,722.62	$17,752.52	$41,302.51	14	26
4	3/1/2019	3/31/2019	31	$137,964.55	$509,687.17	$15,329.40	$56,631.91	20	32
5	4/1/2019	4/30/2019	30	$194,875.30	$704,562.47	$21,652.81	$78,284.72	27	39
6	5/1/2019	5/31/2019	31	$136,748.31	$841,310.78	$15,194.26	$93,478.98	33	45
7	6/1/2019	6/30/2019	30	$1,833.75	$843,144.53	$203.75	$93,682.73	33	51
8	7/1/2019	7/31/2019	31	$52,512.42	$895,656.95	$5,834.67	$99,517.40	35	58
9	8/1/2019	8/31/2019	31	$200,547.82	$1,096,204.77	$22,283.13	$121,800.53	43	64
10	9/1/2019	9/30/2019	30	$207,014.36	$1,303,219.13	$23,001.60	$144,802.13	51	70
11	10/1/2019	10/31/2019	31	$236,499.39	$1,539,718.52	$26,277.71	$171,079.84	60	77
12	11/1/2019	11/30/2019	30	$123,864.67	$1,663,583.19	$13,762.74	$184,842.58	65	83
13	12/1/2019	12/31/2019	31	$137,437.19	$1,801,020.38	$15,270.80	$200,113.38	70	90
14	1/1/2020	1/31/2020	31	$603,824.45	$2,404,844.83	$67,091.60	$267,204.98	93	96
15	2/1/2020	2/29/2020	14	$78,833.21	$2,483,678.04	$8,759.25	$275,964.23	96	99
16	3/1/2020	3/31/2020	0	$22,139.83	$2,505,817.87	$2,459.98	$278,424.21	97	99
17	4/1/2020	4/30/2020	0	$2,202.31	$2,508,020.18	$244.70	$278,668.91	97	99
18	5/1/2020	5/31/2020	0	$23,494.25	$2,531,514.43	$2,610.47	$281,279.38	98	99
19	6/1/2020	6/30/2020	0	$7,866.87	$2,539,381.30	$874.10	$282,153.48	99	99
20	7/1/2020	10/31/2020	0	$3,888.00	$2,543,269.30	$432.00	$282,585.48	99	99
21	1/1/2020	1/31/2021	0	$211,939.11	$2,755,208.41	-$211,939.11	$70,646.37	99	99

1/28/2021 Comments - Awaiting grass growth.

Change Order Number	Approved	Cost This CO	Total COs
01	11/26/2019	$53,416.00	$ 53,416.00

1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. 3F: County Convenience. Additional work desired by the County. This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

Change Order Number	Approved	Cost This CO	Total COs
02	5/19/2020	$7,944.11	$ 61,360.11

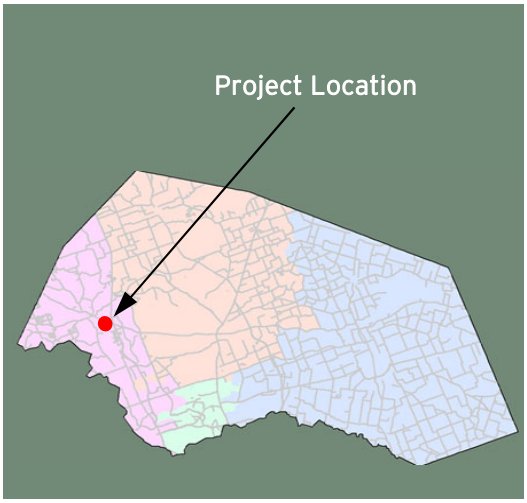
3F: County Convenience. Additional work desired by the County. This Change Order adds new property fence on the south side of the River Ranch Park Road to replace the existing old wire fence as requested by the County's Parks Department. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) This Change Order adjusts the quantities of Type D fencing and Type 1 gate as a result of addressing difference in site conditions. The proposed wire fence and gate on west side right of way in front of Highland Oaks subdivision is no longer needed. Also, the driveways at Sta 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

Change Order Number	Approved	Cost This CO	Total COs
03	11/17/2020	-$158,852.09	$ (97,491.98)

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $2,861,508.02





Seward Junction Improvements
(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles
Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - March 2021
Estimated Construction Cost: $13.9 Million



JANUARY 2021 IN REVIEW



01/08/2021: Southwest: Jordan Foster placed topsoil from SH 29 to 1,500' south of SH 29 along both sides of the roadway. General clean-up began throughout the entire project. **Southeast:** The final course of flexible base was fine-graded for the proposed eastbound half of the roadway from US 183 northbound to the tie-back into the continually reinforced concrete pavement (CRCP). Subcontractor Tx Materials placed prime coat on this section. The ditch on the south side of the roadway across from PEC was excavated to subgrade and topsoil was placed along the east side of CR 266 from SH 29 to the CR 259 intersection. Forms were set and steel was tied for the inside eastbound lane from US 183 northbound to the middle of the CEFCO driveway. **PEC Pond:** Installation of the masonry stone wall continued.

01/22/2021: Southwest: General clean-up continued throughout the entire project. **Southeast:** Forms were set, steel tied, and concrete placed for the proposed eastbound lanes from US 183 northbound to the middle of the CEFCO driveway. The west half of CEFCO's driveway was also formed and poured. Subcontractor JKB completed their punchlist. (The City of Georgetown has been notified and we are coordinating with them to schedule the final waterline walkthrough).

Design Engineer: K Friese and Aguirre & Fields
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull, HNTB

Williamson County
Road Bond Program

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282 Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019			540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	9	11
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	16	17
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	20	23
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	27	28
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	32	34
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	34	39
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	38	45
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	42	51
9	2/1/2020	2/29/2020	29	$495,830.37	$5,730,833.84	$55,092.26	$636,759.31	46	56
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	-$256,402.78	$380,356.53	55	62
11	4/1/2020	4/30/2020	30	$925,168.98	$8,151,943.08	$48,693.11	$429,049.64	62	68
12	5/1/2020	5/31/2020	31	$751,064.06	$8,903,007.14	$39,529.68	$468,579.32	68	73
13	6/1/2020	6/30/2020	30	$728,210.17	$9,631,217.31	$38,326.85	$506,906.17	73	79
14	7/1/2020	7/31/2020	31	$418,630.14	$10,049,847.45	$22,033.17	$528,939.34	76	85
15	8/1/2020	8/31/2020	31	$266,456.21	$10,316,303.66	$14,024.01	$542,963.35	78	90
16	9/1/2020	9/30/2020	30	$216,227.68	$10,532,531.34	$11,380.40	$554,343.75	80	96
17	10/1/2020	10/31/2020	31	$121,663.91	$10,654,195.25	$6,403.38	$560,747.13	81	102
18	11/1/2020	11/30/2020	30	$386,714.54	$11,040,909.79	$20,353.38	$581,100.51	84	107
19	12/1/2020	12/30/2020	30	$188,106.89	$11,229,016.68	$9,900.37	$591,000.88	85	113

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$9,946.75	$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$3,372.67	$ 125,625.78

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$17,647.04	$ 143,272.82

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
05	8/4/2020	$272,222.65	$ 415,495.47

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

Change Order Number	Approved	Cost This CO	Total COs
06	10/6/2020	$681.04	$ 416,176.51

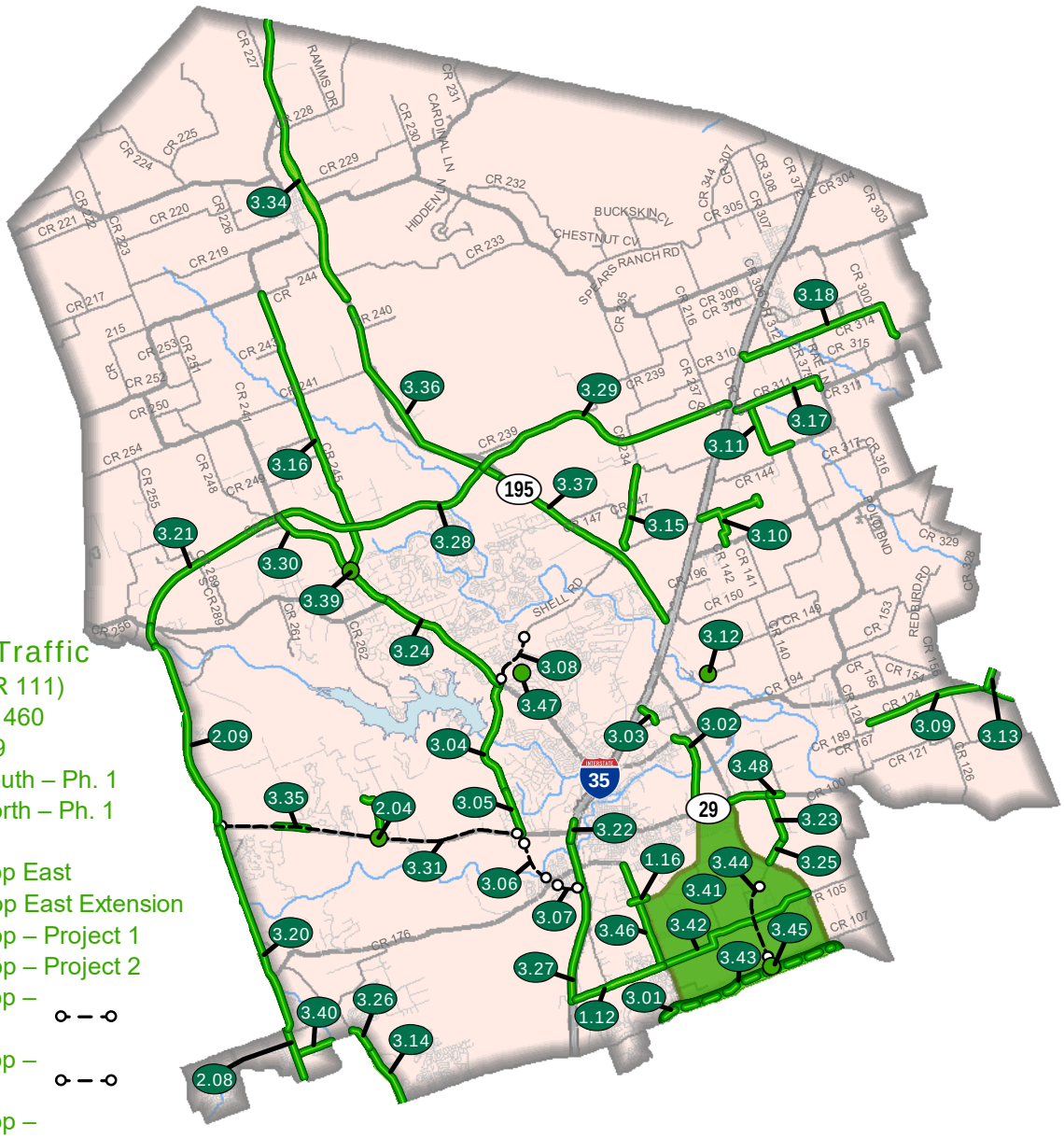
2C: Differing Site Conditions (unforseable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differeing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
07	2/2/2021	$194,882.66	$ 611,059.17

3F: County Convenience. Additional work desired by the County. This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the contract at the request of Williamson County.

Adjusted Price = $13,881,317.27

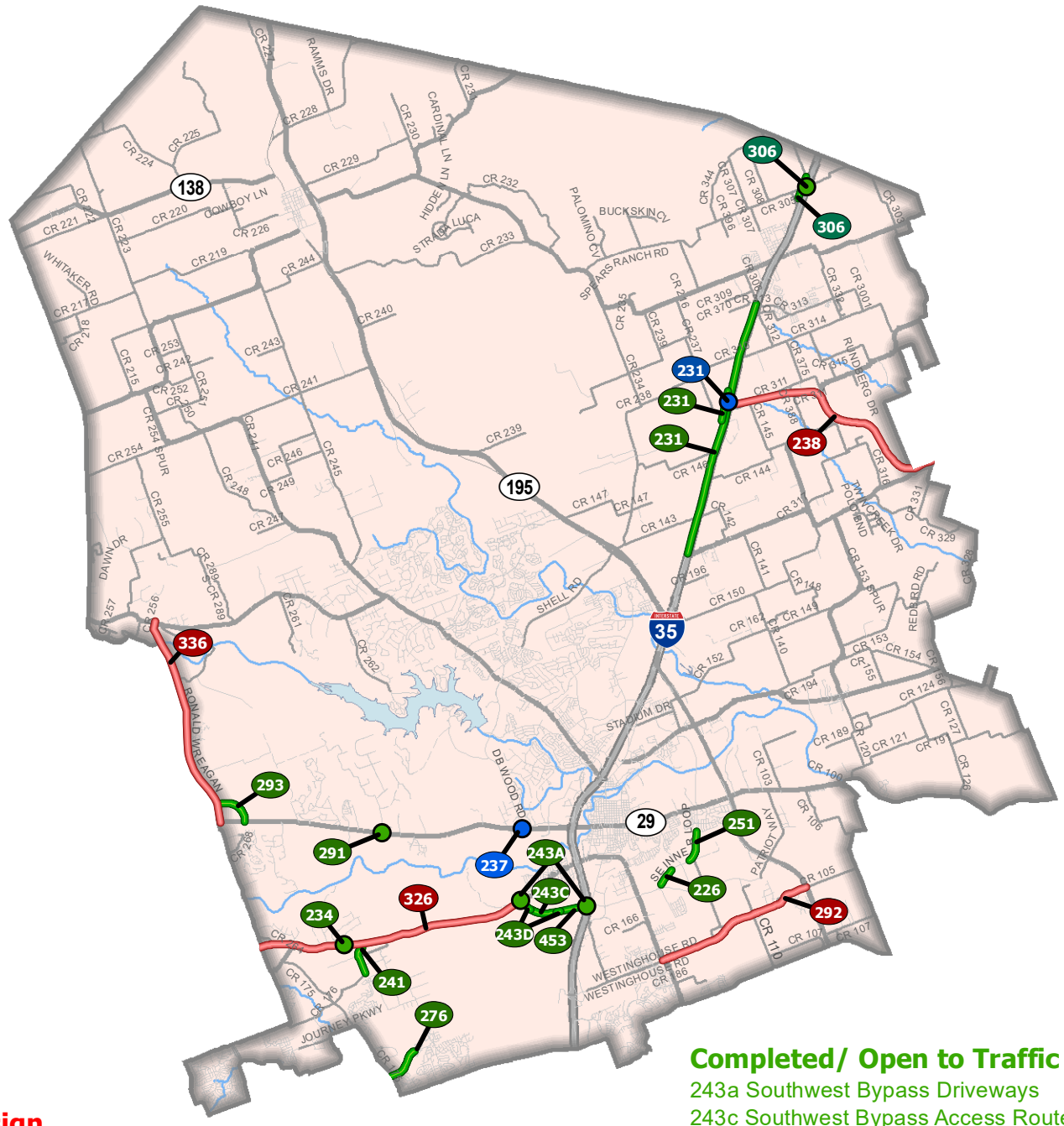
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed / Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.46 FM 1460 North
3.47 Madrid Drive Extension

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
326 RM 2243 Realignment (183A to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
237 SH 29 at DB Wood (Intersection Improvements)

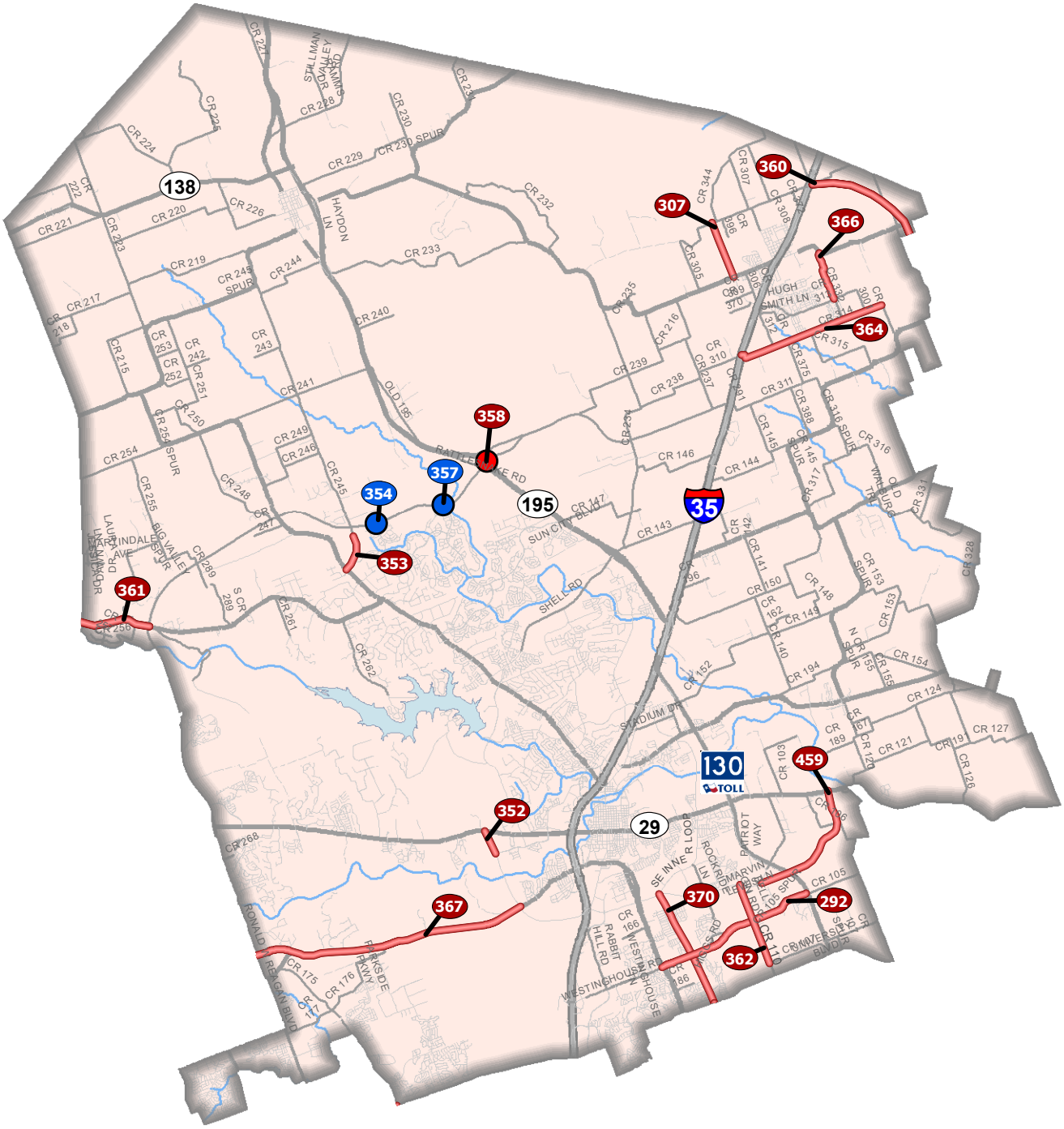
Completed/ Open to Traffic

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
234 RM 2243 at Escalera Parkway (Intersection Improvements)
241 CR 176 at RM 2243 Intersection (Safety Improvements)

Completed/ Open to Traffic (con't)

243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 at Cedar Hollow (Intersection Improvements)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
306 CR 305 at IH 35 Bridge Replacement
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
307 Bud Stockton Extension (CR 305 to FM 487)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
358 SH 195 at Ronald Reagan Boulevard
360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
362 CR 110 North (CR 107 to Patriot Way/Sam Houston Avenue)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
367 RM 2243 (Ronald Reagan Boulevard to Southwest Bypass)
370 MoKan (Georgetown Inner Loop to University Boulevard)
459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)
Project No. 1901-285

Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019	10/15/2020			229	60	289

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/5/2019	8/7/2019	3	$72,005.40	$72,005.40	$8,000.60	$8,000.60	3	1
2	8/8/2019	8/31/2019	24	$182,903.40	$254,908.80	$20,322.60	$28,323.20	10	9
3	9/1/2019	9/30/2019	30	$256,030.43	$510,939.23	$28,447.83	$56,771.03	19	20
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	34	30
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	41	41
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	43	52
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	43	62
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	53	72
9	3/1/2020	3/31/2020	31	$148,264.69	$1,641,537.95	$7,803.40	$86,396.73	58	83
10	4/1/2020	4/30/2020	30	$232,512.45	$1,874,050.40	$12,237.50	$98,634.23	66	93
11	5/1/2020	5/31/2020	31	$20,527.25	$1,894,577.65	$1,080.38	$99,714.61	67	104
12	6/1/2020	6/30/2020	30	$239,695.54	$2,134,273.19	$12,615.56	$112,330.17	76	115
13	7/1/2020	7/31/2020	31	$32,529.38	$2,166,802.57	$1,712.07	$114,042.24	77	125
14	8/1/2020	8/31/2020	31	$40,322.75	$2,207,125.32	$2,122.25	$116,164.49	78	136
15	9/1/2020	9/30/2020	30	$162,165.00	$2,369,290.32	$8,535.00	$124,699.49	84	146
16	10/1/2020	10/31/2020	31	$227,976.42	$2,597,266.74	$11,998.76	$136,698.25	92	157
17	11/1/2020	11/30/2020	30	$1,839.00	$2,599,105.74	$96.79	$136,795.04	92	167

1/28/2021 Comments - Negotiations have been completed for the waterline adjustments. Construction will resume in February 2020.

Change Order Number	Approved	Cost This CO	Total COs
01	12/17/2019	$208,869.67	$ 208,869.67

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$63,776.63	$ 272,646.30

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

Change Order Number	Approved	Cost This CO	Total COs
03	8/4/2020	($204,858.75)	$ 67,787.55

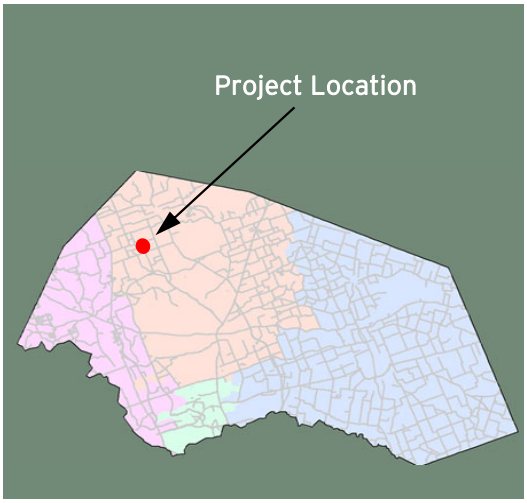
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrde was not necessary.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$452,885.58	$ 520,673.13

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176 and is located along the west right of way. The SUP required a pedestrian crossing of Parkside

Adjusted Price = $2,968,233.13





Ronald Reagan at Silver Spur
Ronald Reagan at Sun City
(Intersection Improvements)

Project Length: .6 Miles
Roadway Classification: Rural Arterial

Project Schedule: December 2020 - April 2021
Estimated Construction Cost: $.9 Million



JANUARY 2021 IN REVIEW

01/08/2021: QA Construction continued to grade subgrade and the ditch on the north side of Ronald Reagan at Silver Spur.

01/15/2021: Subgrade and ditches were graded on the north side of Ronald Reagan at Silver Spur.

01/29/2021: Flexible base was placed on the north side of Ronald Reagan east and west of Silver Spur. The road was excavated to subgrade at the turn lane at Silver Spur. The flashing beacon was relocated on the westbound Ronald Reagan.



Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvementst)

Project No. T1873 Original Contract Price = $875,350.00

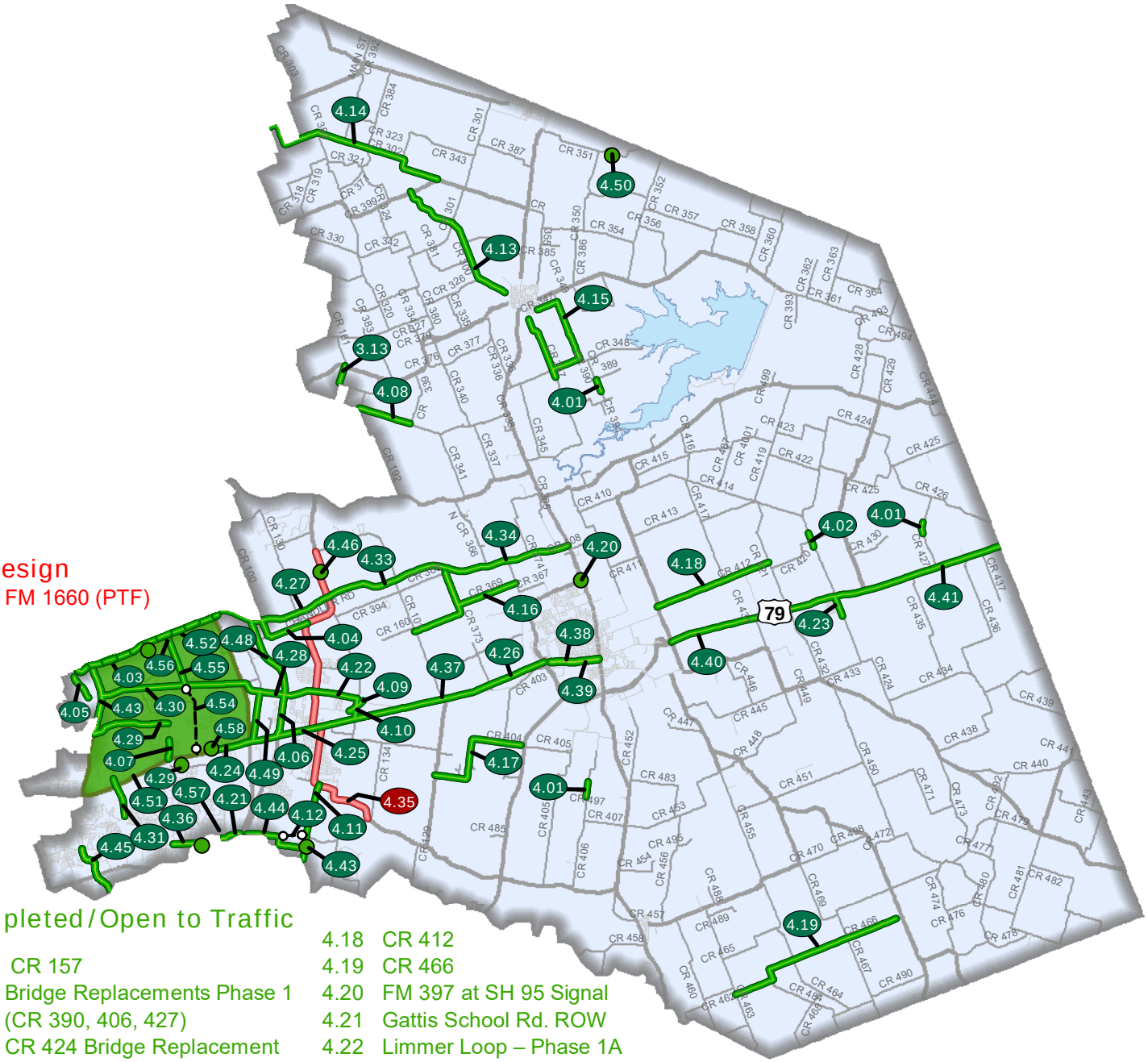
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/15/2020	10/13/2020	11/24/2020	12/8/2020				142		142

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/8/2020	12/30/2020	23	$107,172.03	$107,172.03	$11,908.00	$11,908.00	14	16

1/28/2021 Comments - Time charges began 12/8/2020.

Adjusted Price = $875,350.00

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



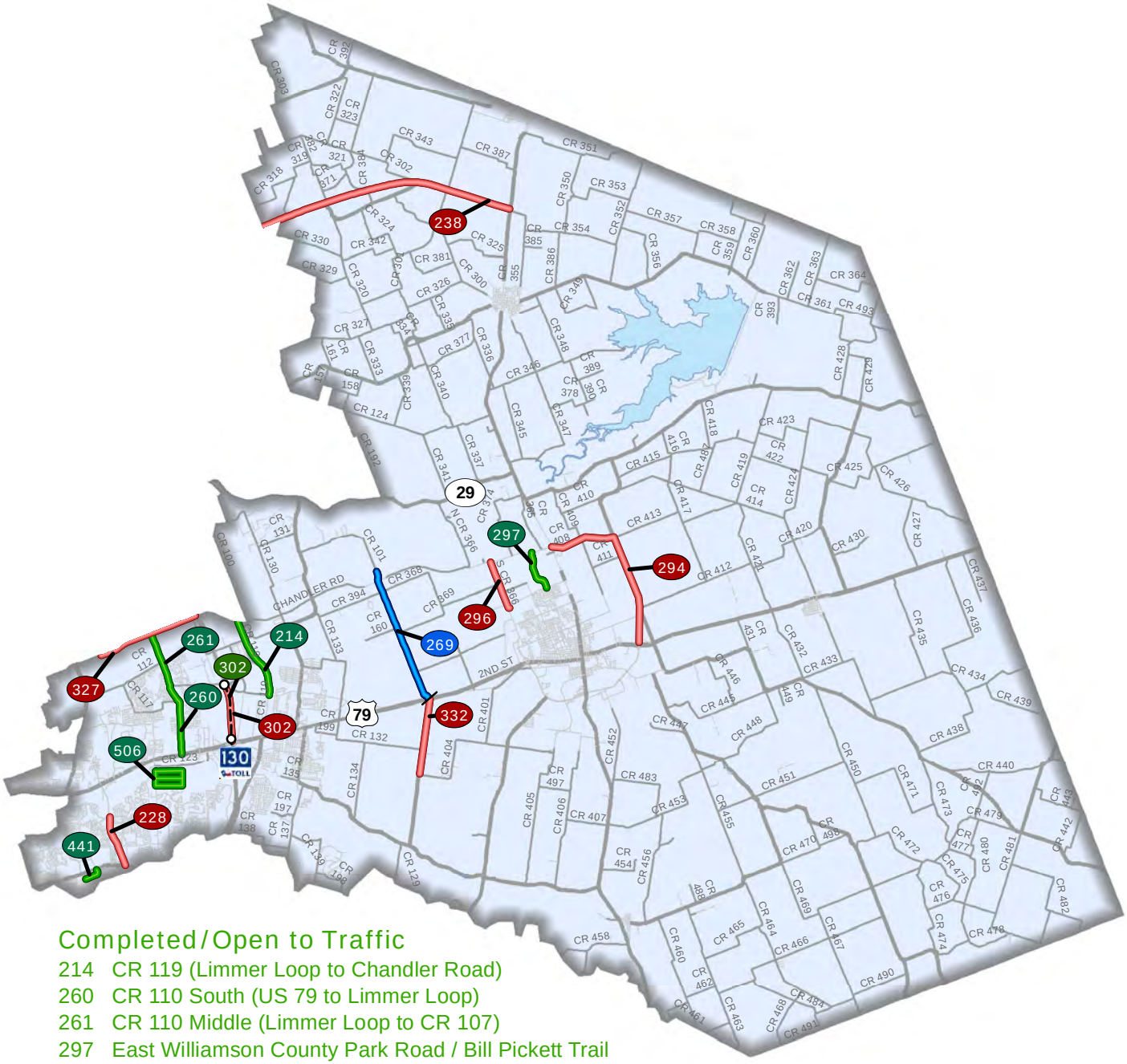
In Design

4.35 FM 1660 (PTF)

Completed / Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302 SH 130 Traffic Study
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)
506 Oak Bluff and Greenfield Drainage Improvements

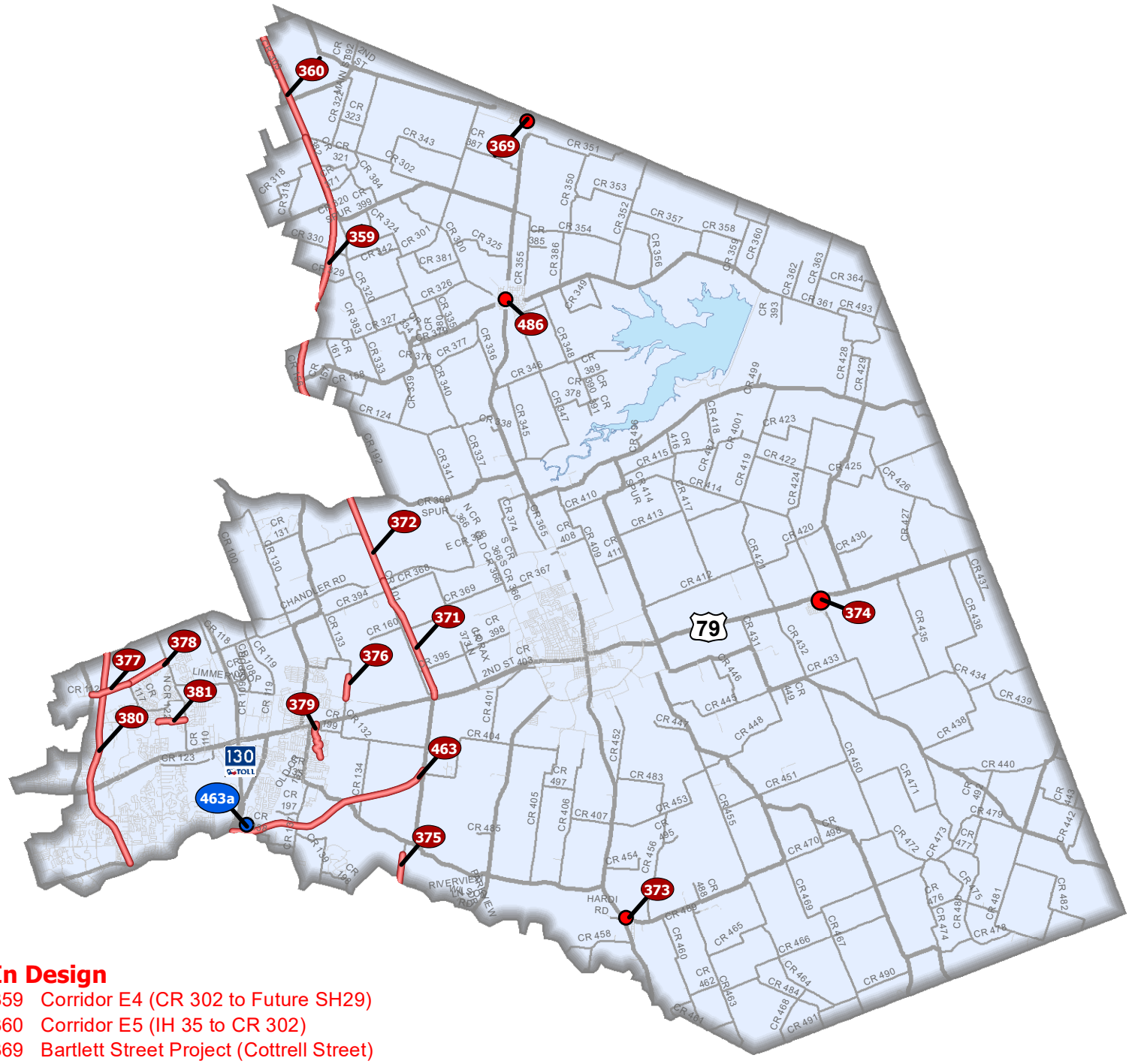
Under Construction/Bidding

269 CR 101 (US 79 to North of Chandler Road)

In Design

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange

2019 Road Bond Program Projects
Precinct 4 - Commissioner Boles



In Design

359 Corridor E4 (CR 302 to Future SH29)
360 Corridor E5 (IH 35 to CR 302)
369 Bartlett Street Project (Cottrell Street)
371 Corridor E3 (Future SH 29 to Chandler Rd)
372 Corridor E2 (Chandler Rd to US 79)
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
379 Cottonwood Creek Drainage Improvements
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
463 Southeast Loop (Corridor E1) (CR 138 to CR 137)
486 Granger Project - Davilla Street Culvert

Under Construction/Bidding

463a Southeast Loop (Corridor E1) Demolition Phase 1

CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019	10/20/2020		390		390

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	7
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	13	14
3	7/1/2019	7/31/2019	31	$406,884.79	$1,453,753.94	$45,209.43	$161,528.22	18	22
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.27	$43,471.59	$204,999.81	23	30
5	9/1/2019	9/30/2019	30	$88,385.54	$1,933,383.81	$9,820.61	$214,820.42	24	38
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.33	$32,796.39	$247,616.81	27	46
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.68	$47,114.82	$294,731.63	33	54
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.86	$56,807.57	$351,539.20	39	62
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.48	$42,815.85	$394,355.05	44	69
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.84	$57,187.60	$451,542.65	50	77
11	3/1/2020	3/31/2020	31	$344,124.14	$4,408,007.98	$38,236.01	$489,778.66	54	85
12	4/1/2020	4/19/2020	19	$293,737.21	$4,701,745.19	$32,637.47	$522,416.13	58	90
13	4/20/2020	5/19/2020	30	$277,306.64	$4,979,051.83	$30,811.87	$553,228.00	61	97
14	5/20/2020	6/24/2020	36	$726,652.00	$5,705,703.83	$80,739.12	$633,967.12	70	107
15	6/25/2020	7/25/2020	31	$410,122.34	$6,115,826.17	$45,569.15	$679,536.27	75	115
16	7/26/2020	8/25/2020	31	$254,747.98	$6,370,574.15	$28,305.33	$707,841.60	78	123
17	8/26/2020	9/23/2020	29	$111,839.24	$6,482,413.39	$12,426.58	$720,268.18	80	130
18	9/24/2020	10/25/2020	32	$962,394.02	$7,444,807.41	-$568,333.33	$151,934.85	84	138
19	10/26/2020	11/25/2020	31	$88,804.62	$7,533,612.03	$1,812.34	$153,747.19	85	146
20	11/26/2020	12/27/2020	32	$50,446.95	$7,584,058.98	$1,029.53	$154,776.72	86	154
21	12/28/2020	1/31/2021	35	$33,416.21	$7,617,475.19	$681.96	$155,458.68	86	163

1/28/2021 Comments - Substantial Completion was achieved on October 20, 2020. Punchlist work is ongoing.

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$10,419.60	$ 108,592.57

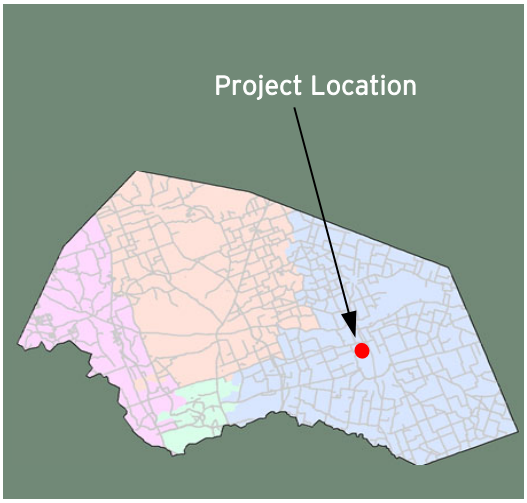
3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes f rom just south of CR 112 to the north end of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	12/8/2020	$3,266.23	$ 111,858.80

3L: County Convenience. Revising safety work/measures desired by the County. This Change Order adds a new item to pay the Contractor to repair the guard rail end treatment on southbound CR 110, south of CR 112. This is within the construction project limits.

Adjusted Price = $9,022,721.53





CR 101
(US 79 to north of Chandler Road)

Project Length: 3.8 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2020 - October 2021
Estimated Construction Cost: $13 Million





JANUARY 2021 IN REVIEW

01/08/2021: James Construction processed the second lift of flexible base from the north side of the South Fork of Mustang Creek to CR 368. Installation for Culvert 2 began. The junction boxes were installed at Culvert 4. Subcontractor Sexton Inc. installed the water line under Chandler Road.

01/15/2021: The final lift of flexible base from CR 395 to the south end was processed. Abutments 1 and 4 of the bridge at the South Fork of Mustang Creek were backfilled with flowable fill. The bridge deck at the South Fork of Mustang Creek was completed. Subcontractor Oracle Steel tied reinforcing steel for the deck for the bridge at the South Fork of Mustang Creek.

01/22/2021: The drainage pipe was installed for Driveway 19. The footing for the wingwalls on the east side of the bridge class culvert was formed and poured at the North Fork of Mustang Creek.

01/29/2021: Flexible base was processed from the South Fork of Mustang Creek to CR 368. Concrete was poured for the bridge deck and approach slabs at the South Fork of Mustang Creek. The concrete footing was formed and poured for the wingwalls on the bridge class culvert. Subcontractor Sexton continued the Jonah water line on the south side of Chandler Road.

Design Engineer: BGE, Inc.
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/9/2019	11/5/2019	6/26/2020	7/6/2020				540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	4
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	10
3	9/1/2020	9/23/2020	23	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	21	15
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	26	21
5	10/26/2020	11/29/2020	35	$424,017.35	$3,461,149.89	$47,113.04	$384,572.21	29	27
6	11/30/2020	12/27/2020	28	$709,324.00	$4,170,473.89	$78,813.77	$463,385.98	35	32
7	12/28/2020	1/27/2021	31	$294,970.38	$4,465,444.27	$32,774.49	$496,160.47	38	38

Adjusted Price = $13,092,842.00

Southeast Loop Demolition Phase 1 (Residential Demolition)
Project No. T1746

Original Contract Price = $125,808.07

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/1/2020	10/6/2020	12/4/2020	12/7/2020	12/29/2020			20		20

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/11/2020	1/26/2021	19	$97,702.26	$97,702.26	$10,855.81	$10,855.81	86	95

Change Order Number	Approved	Cost This CO	Total COs
01	1/12/2021	$0.00	$ 125,808.07

4D: Third Party Accommodation. Other. This Change Order amends the language in Section 3 of the Services Contract, within the "Consideration and Compensation" paragraph. This Change Order also revises the unit price and quantity in the Contract for Item 506 6022. These revisions do not change the Contract amount.

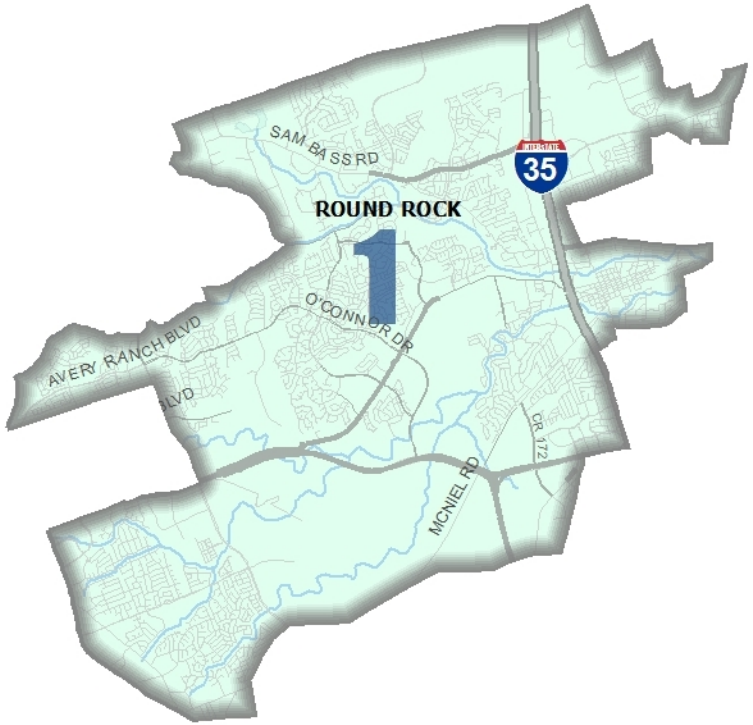
Adjusted Price = $125,808.07

Williamson County Commissioners Court

Road Bond Program

February 16, 2021

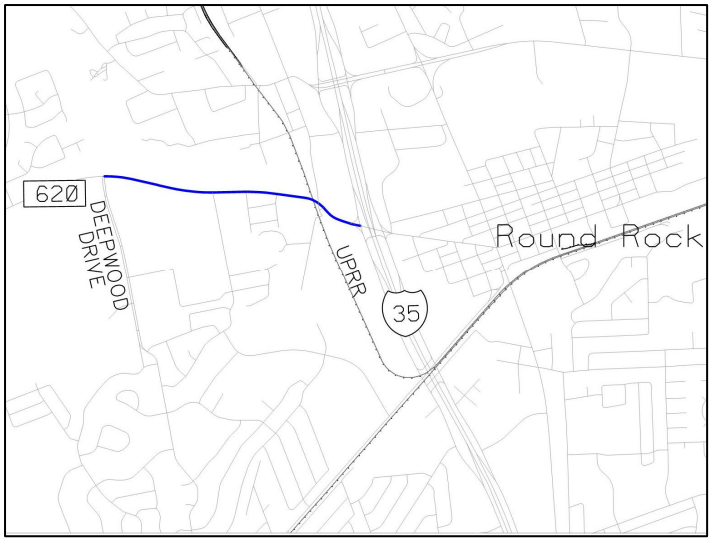
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
MCNIEL RD
CR 172

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2022



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



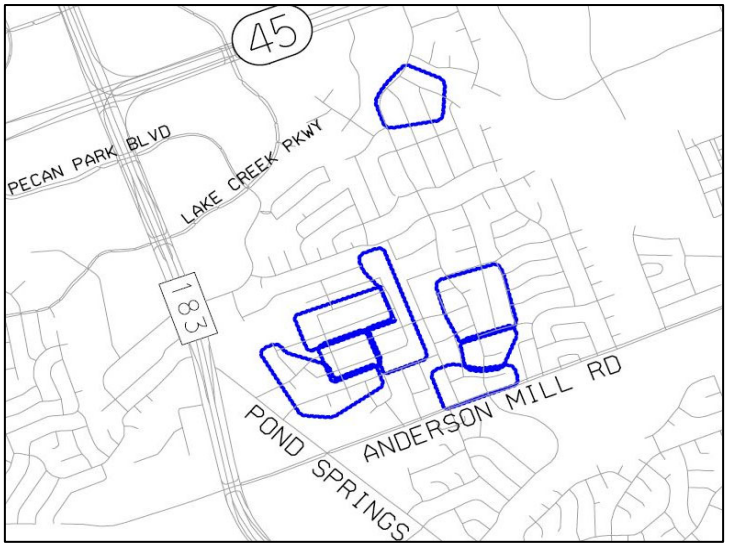
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



Forest North Phase 3
Drainage Improvements

Anticipated Completion

Early 2022



Original Contract Price = $4,793,058.15

Total Change Orders to Date = $62,544.37

Adjusted Contract Price = $4,855,602.52

Expenditures to Date = $2,453,179.48 (51%)

Forest North Phase 3
Drainage Improvements



Forest North Phase 3
Drainage Improvements



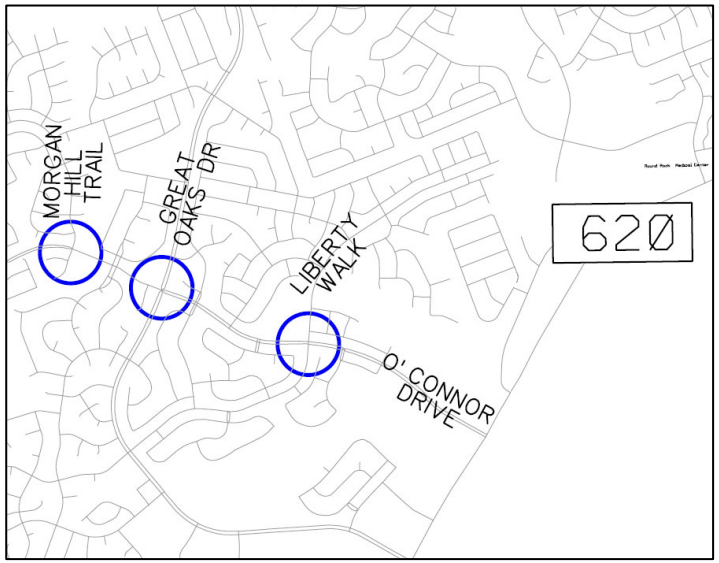
Forest North Phase 3
Drainage Improvements



O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

Anticipated Completion

Spring 2021



Original Contract Price = $853,503.50

Total Change Orders to Date = $131,055.38

Adjusted Contract Price = $984,558.88

Expenditures to Date = $516,724.16 (53%)

O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)



O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)



O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)



Corridor H – Sam Bass Road (Interim Traffic Signals)

Anticipated Completion

Spring 2021



Original Contract Price = $319,866.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $319,866.00

Expenditures to Date = $10,000.00 (3%)

Corridor H – Sam Bass Road (Interim Traffic Signals)



Corridor H – Sam Bass Road (Interim Traffic Signals)



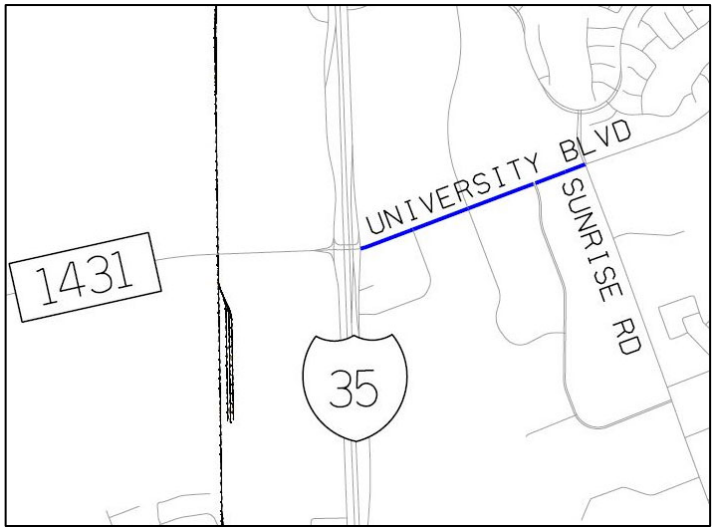
Corridor H – Sam Bass Road (Interim Traffic Signals)



University Boulevard Widening (IH 35 to Sunrise Widening)

Anticipated Completion

Early 2022



Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

Construction is managed by the City of Round Rock

University Boulevard Widening (IH 35 to Sunrise Widening)



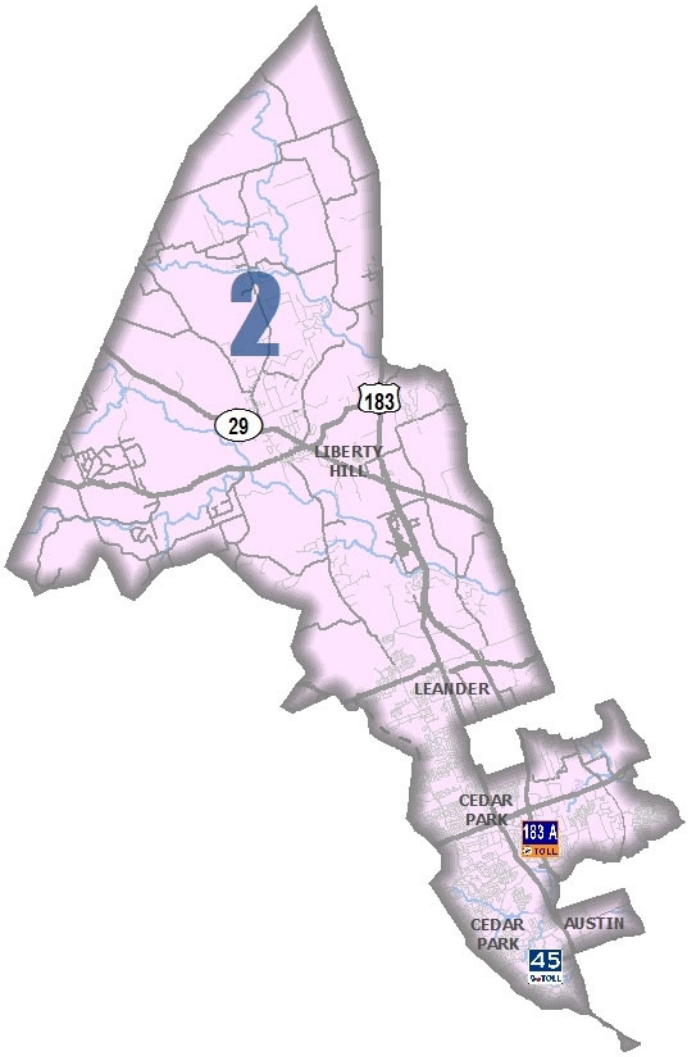
University Boulevard Widening (IH 35 to Sunrise Widening)



University Boulevard Widening (IH 35 to Sunrise Widening)



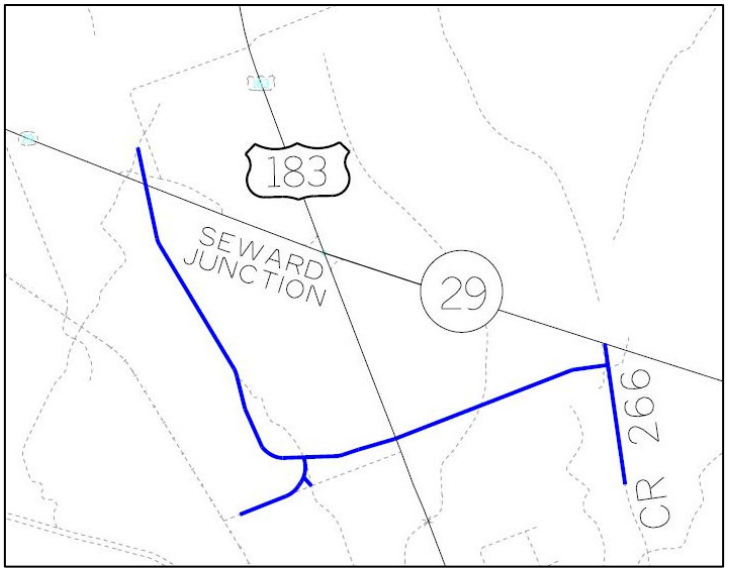
Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Seward Junction Improvements

Anticipated Completion

Spring 2021



Original Contract Price = $13,270,258.10

Total Change Orders to Date = $611,059.17

Adjusted Contract Price = $13,881,317.27

Expenditures to Date = $11,820,017.55 (85%)

Seward Junction Improvements



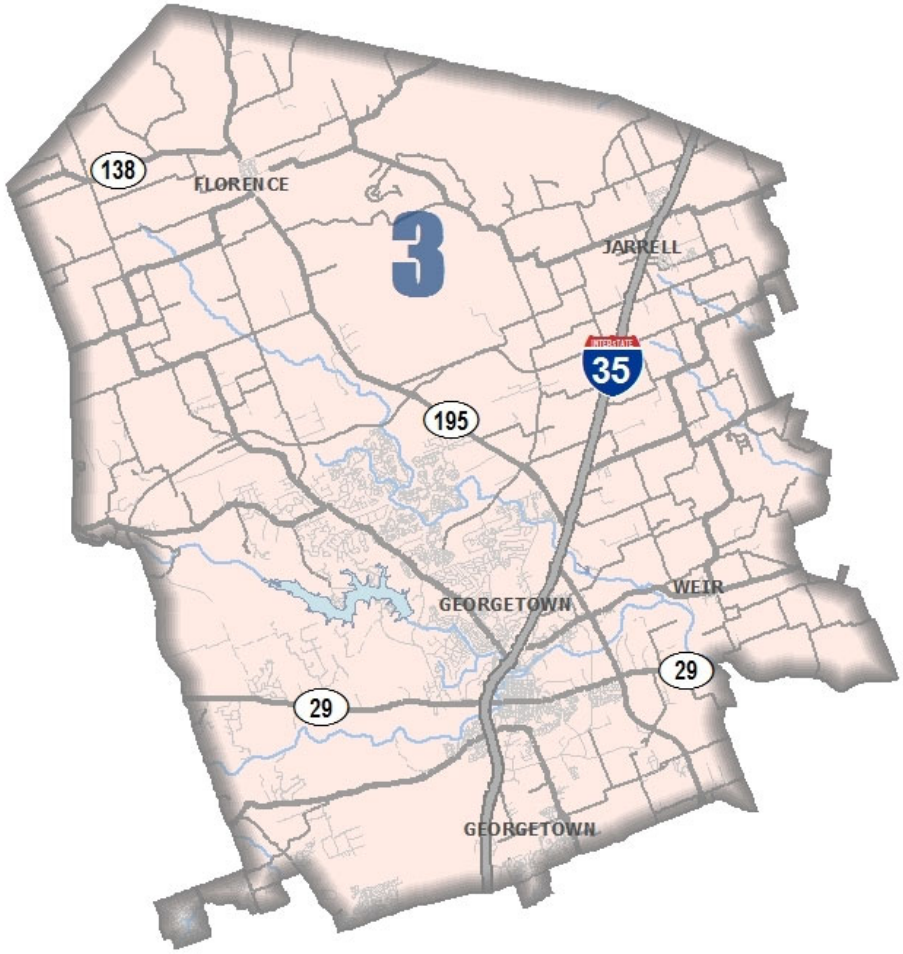
Seward Junction Improvements



Seward Junction Improvements



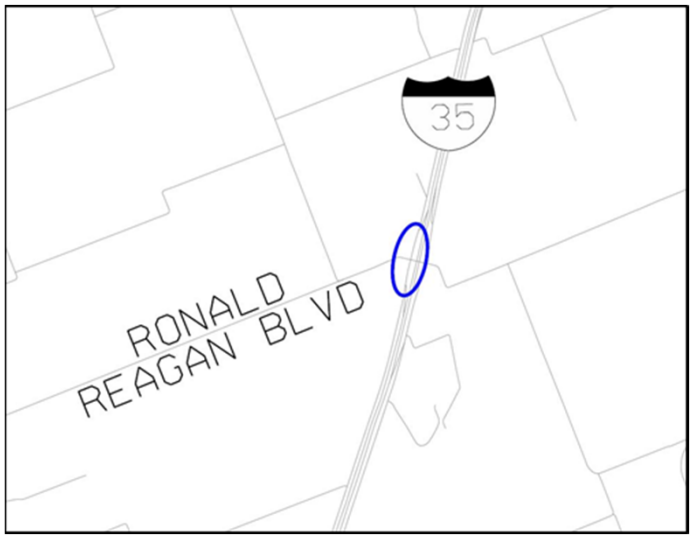
Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion

Fall 2021



Partnership with TxDOT

Original Contract Amount = $15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



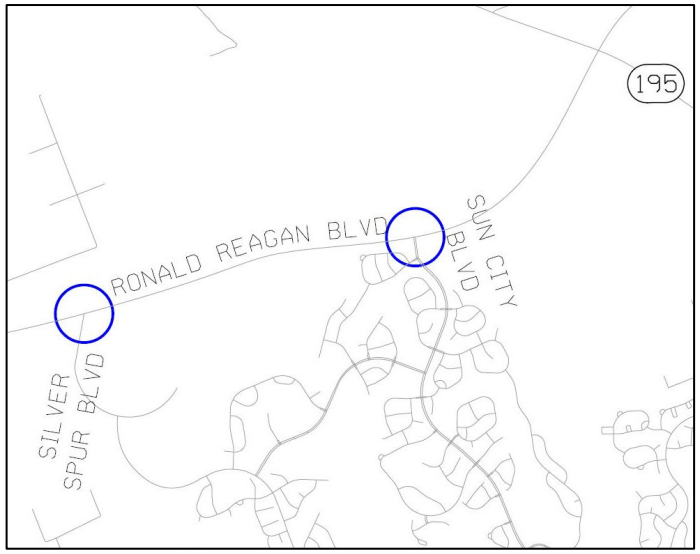
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



Reagan Ronald at Silver Spur
Ronald Reagan at Sun City

Anticipated Completion

Spring 2021



Original Contract Price = $875,350.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $875,350.00

Expenditures to Date = $119,080.03 (14%)

Reagan Ronald at Silver Spur
Ronald Reagan at Sun City



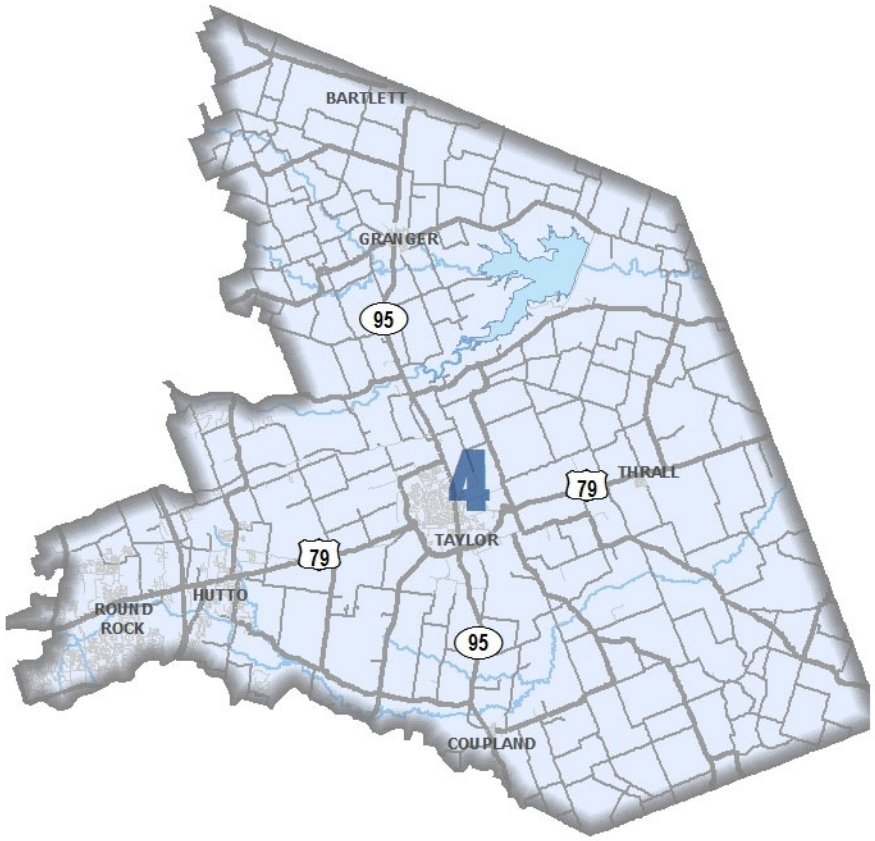
Reagan Ronald at Silver Spur
Ronald Reagan at Sun City



Reagan Ronald at Silver Spur
Ronald Reagan at Sun City



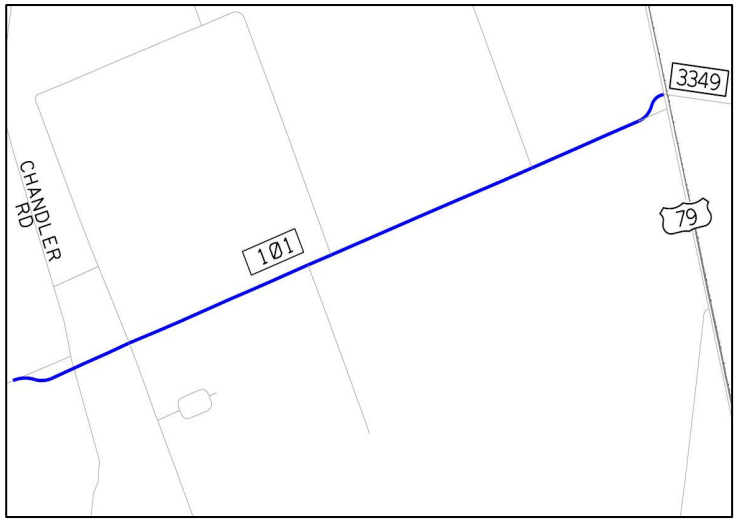
Precinct 4


BARTLETT
GRANGER
95
4
THRALL
79
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 101
(US 79 to North of Chandler Road)

Anticipated Completion

Fall 2021



Original Contract Amount = $13,092,842.00

Total Change Orders = $0.00

Adjusted Contract Price = $13,092,842.00

Expenditures to Date = $4,961,604.73 (38%)

CR 101
(US 79 to North of Chandler Road)



CR 101
(US 79 to North of Chandler Road)



CR 101
(US 79 to North of Chandler Road)



Commissioners Court - Regular Session **42.**

Meeting Date: 02/23/2021

1810-265 North Mays Extension Change Order No 5

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $194,528.81 for North Mays Extension (Capital Excavation), a Road Bond project in Commissioner Pct. 1. P: 224 Funding Source: Road Bond

Background

This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocating of existing utilities; electronic changeable message boards used during road closures at the south end of the project; adjustment of existing water valve risers and a manhole in the North Mays Street and Paloma Drive intersection, additional driveway on northbound North Mays and north of the City of Round Rock Safety Training Center, a wall along the sidewalk in front of the Public Safety Training Center, and addition of permanent traffic control devices at the lane drop transition at the north end of the project.

Item 132-WC01 Embankment (Utility Delay). Utility Companies did not relocate their utilities according to the projected clear dates in the plans. This delay prevented the Contractor from excavating material in the vicinity of these utilities and reusing this material as embankment in other areas of the project. To continue with construction of the roadway, the Contractor hauled material to the project to complete embankment areas. Once utilities were relocated, the excavated material in the vicinity of the conflict had to be hauled away from the project. This Change Order compensates the Contractor for the cost of the additional hauling caused by the delay of utility relocations.

Item 502-WC01 Portable Electronic Changeable Message Boards (PECMB). The PECMB's were added to provide advanced notification to the public of the road closure at the intersection of North Mays and Paloma Drive and left in place during the closure.

Item 502-WC01, 529-WC02, 529-WC03 Stone Curb Wall (related descriptions). A curb wall was added along the sidewalk in front of City of Round Rock Public Safety Training Center due to elevation differences between sidewalk and existing ground (landscaped beds) and limited right of way. By adding the curb wall, the landscaped beds were maintained. The City of Round Rock requested a stone facade to complement the view of the Safety Training Center.

Item 530-6004 Driveways (Conc). An adjacent property owner, along northbound North Mays Street, was granted a driveway north of the Safety Training Center. The driveway was constructed to the right-of-way line and was paid under the existing bid item.

Item 666-6072 Reflective Pavement Mark Type 1, White, Lane Drop Arrow, 100 Mil thickness. A

diagonal arrow pavement marking was placed in the northbound lane drop transition to increase awareness of the right lane closure.

Item 999-WC04 Additional Survey for Traffic Control. Contractor's surveyors performed additional surveying for the layout of added traffic control elements.

Item 6049-6001 Long Channel Mount Curb System. Curb delineators were added along the edge line of the lane drop transition to increase awareness of the right lane closure.

Item 6120-6001 Dead End Roadway Barricade. A Dead-End Roadway Barricade is being added in front of the drop inlet and behind the lane drop transition devices to increase awareness of the drop inlet.

Item RR 506-WW06 Minor Manhole Height Adjustment, 48" Diameter, Item RR511-W12 Water Valve Riser Adjustment. These items compensate the Contractor for making necessary grade adjustments to three (3) existing utility risers and an existing manhole to match the new roadway elevations in the intersection of North Mays and Paloma.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1810-265 North Mays Ext Change Order No. 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 11:58 AM
Form Started By: Dawn Haggard		Started On: 02/09/2021 02:43 PM
Final Approval Date: 02/11/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: **Capital Excavation**

2. Change Order Work Limits: Sta. **30+00** to Sta. **78+50**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2G, 3F & 2E** (3 Max. - In order of importance - Primary first)

Project:	***1810-265***
Roadway:	***N. Mays***
CSJ Number:	

5. Describe the work being revised:

2G: Differing Site Conditions(unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. **3F: County Convenience. Additional work desired by the County.** Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. **2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable).** This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

6. Work to be performed in accordance with Items: **see attached**

7. New or revised plan sheet(s) are attached and numbered:

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 2-1-21

By

Typed/Printed Name Scott J. Budd

Typed/Printed Title Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$194,528.81**

RECOMMENDED FOR EXECUTION:

2/9/2021
Date

N/A
Design Engineer Date

2/9/2021
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *5* ***Project #*** *1810-265*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
132-WC01	EMBANKMENT (UTILITY DELAY)	LS	$101,476.59	0.00	$0.00	1.00	1.00	$101,476.59	$101,476.59
502-WCO1	PORTABLE ELECTRONIC CHANGEABLE MESSAGE BOARD	MO	$3,254.01	0.00	$0.00	8.75	8.75	$28,472.59	$28,472.59
529-WC01	STONE CURB WALL BACKFILL	TON	$43.42	0.00	$0.00	90.00	90.00	$3,907.80	$3,907.80
529-WC02	STONE CURB WALL REINFORCED FOOTING	CY	$667.14	0.00	$0.00	18.00	18.00	$12,008.52	$12,008.52
529-WC03	STONE CURB WALL (TRAINING CENTER)	LF	$62.20	0.00	$0.00	360.00	360.00	$22,392.00	$22,392.00
530-6004	DRIVEWAYS (CONC)	SY	$75.00	992.00	$74,400.00	167.00	1,159.00	$86,925.00	$12,525.00
666-6072	REFL PAV MRK TY 1 (W)(LNDP ARROW)(100 MIL)	EA	$1,394.56	0.00	$0.00	1.00	1.00	$1,394.56	$1,394.56
999-WC04	ADDITIONAL SURVEY FOR TRAFFIC CONTROL	LS	$1,373.72	0.00	$0.00	1.00	1.00	$1,373.72	$1,373.72
6049-6001	LONG CHANNEL MOUNT CURB SYS	EA	$159.08	0.00	$0.00	35.00	35.00	$5,567.80	$5,567.80
6120-6001	DEAD END ROADWAY BARRICADE	EA	$312.85	0.00	$0.00	1.00	1.00	$312.85	$312.85
RR 506-WW06	MINOR MANHOLE HEIGHT ADJUSTMENT, 48" DIA	EA	$1,400.00	1.00	$1,400.00	1.00	2.00	$2,800.00	$1,400.00
RR 511-W12	WATER VALVE RISER ADJUSTMENT	EA	$1,232.46	0.00	$0.00	3.00	3.00	$3,697.38	$3,697.38
TOTALS					$75,800.00			$270,328.81	$194,528.81

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

North Mays Extension
Williamson County Project No. 1810-265

Change Order No. 5

Reason for Change

This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities; electronic changeable message boards used during road closures at south end of the project; adjustment of existing water valve risers and a manhole in the North Mays Street and Paloma Drive intersection, additional driveway on northbound North Mays and north of the City of Round Rock Public Safety Training Center, a wall along the sidewalk in front of the Public Safety Training Center; and addition of permanent traffic control devices at the lane drop transition at the north end of the project.

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Following is a summary of the items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
132-WC01	EMBANKMENT (UTILITY DELAY)	1	LS
502-WC01	PORTABLE ELECTRONIC CHEANGEABLE MESSAGE BOARD	8.75	MO
529-WC01	STONE CURB WALL BACKFILL	90	TON
529-WC02	STONE CURB WALL REINFORCED FOOTING	18.0	CY
529-WC03	STONE CURB WALL (TRAINING CENTER)	360	LF
666-6072	REFL PAV MRK TY I (W)(LNDP ARROW)(100MIL)	1	EA
999-WC04	ADDITIONAL SURVEY FOR TRAFFIC CONTROL	1	LS
6049-6001	LONG CHANNEL MOUNT CURB SYSTEM	35	EA
6120-6001	DEAD END ROADWAY BARRICADE	1	EA
RR 511-W12	WATER VALVE RISER ADJUSTMENT	3	EA

This Change Order results in an increase of $194,528.81 to the Contract amount, for an adjusted Contract total of $11,084,137.52. The original Contract amount was $10,775,835.75. Because of this Change Order, $308,301.77 has been added to the Contract, resulting in a 2.86% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Change Order # 5 Breakdown

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:** 9/24/2020

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Trucking In Fill	865.50	LD	$ 117.25	$ 101,476.59

NARRATIVE

This change order consists of importing low PI material to replace the additional material removed from the special excavation zone in Phase 1 of the project. This created a surplus of material from the pond that would otherwise have been used in the roadway. This change order breaks out this additional trucking costs in two catagories; haul in trucking & haul off trucking.

HAUL IN TRUCKING SUB							
TRUCKING FROM PRESIDIO	200.0		LD		$ 100.00		$ 20,000.00
TRUCKING FROM BRATTON HILL	279.0		LD		$ 105.00		$ 29,295.00
TRUCKING FROM PRESIDIO CONDOS	15.0		LD		$ 125.00		$ 1,875.00
					SUBTOTAL:		$ 51,170.00
				Mark-Up	5%		$ 2,558.50
					SUBS TOTAL		***$ 53,728.50***
HAUL OFF TRUCKING SUB							
TRI AXLE-VALLEY PIT CR 366	22.0		LD		$ 115.00		$ 2,530.00
END DUMP-VALLEY PIT CR 366	175.0		LD		$ 125.00		$ 21,875.00
END DUMP-SHUMAKER ENTERPRISES	12.0		LD		$ 160.00		$ 1,920.00
TRI AXLE-BELL MEADOWS DRIVE	11.0		LD		$ 80.00		$ 880.00
END DUMP-BELL MEADOWS DRIVE	30.0		LD		$ 95.00		$ 2,850.00
END DUMP-NORTH MAYS	107.0		LD		$ 125.00		$ 13,375.00
OAKMONT DRIVE	14.5		LD		$ 75.00		$ 1,087.50
					SUBTOTAL:		$ 44,517.50
				Mark-Up	5%		$ 2,225.88
					SUBS TOTAL		***$ 46,743.38***
					TOTAL LESS BOND		**$ 100,471.88**
					BOND 1.0%		**$ 1,004.72**
					THIS CHANGE ORDER		**$ 101,476.59**

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
8/8/2019	76170

Bill To
CAPITAL EXCAVATION P.O. BOX 1301 AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Bratton Hill-North Mays	11-246H	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
5859	5859	539758	8/03/2019 Total Loads/Haul Off TOTAL LOADS: 6 CL	6	105.00	630.00

WE APPRECIATE YOUR BUSINESS

Total $630.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
6/14/2019	75654

Bill To
CAPITAL EXCAVATION P.O. BOX 1301 AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Presidio Condo-North Mays	11-246D	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0058	201	108948	Total Loads/Haul Off	6	125.00	750.00
0037	202	108741	Total Loads/Haul Off	9	125.00	1,125.00
			TOTAL LOADS: 15 CL			

WE APPRECIATE YOUR BUSINESS

Total $1,875.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
4/27/2019	75198

Bill To
CAPITAL EXCAVATION P.O. BOX 1301 AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Presidio Condo-North Mays	11-246	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0037	229	108703	Total Loads/Haul Off	7	100.00	700.00
0055	230	110222	Total Loads/Haul Off	8	100.00	800.00
0053	234	109987	Total Loads/Haul Off	8	100.00	800.00
0045	238	108378	Total Loads/Haul Off	9	100.00	900.00
1150	1150	00786	Total Loads/Haul Off	6	100.00	600.00
4782	4782	001142	Total Loads/Haul Off	9	100.00	900.00
6820	6820ALD	415927	Total Loads/Haul Off	9	100.00	900.00
9805	9809BCT	200110	Total Loads/Haul Off	8	100.00	800.00
			TOTAL LOADS: 64 CL			

WE APPRECIATE YOUR BUSINESS

Total $6,400.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
8/2/2019	76100

Bill To

CAPITAL EXCAVATION
P.O. BOX 1301
AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Bratton Hill 4-North Mays	11-246H	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0048	201	110686	HAUL OFF	3	105.00	315.00
1010	1010RRL	10258	HAUL OFF	11	105.00	1,155.00
1023	6244SDT	043	HAUL OFF	10	105.00	1,050.00
1036	8657MAR	0682	HAUL OFF	13	105.00	1,365.00
1616	1010RRL	10247	HAUL OFF	1	105.00	105.00
2407	6820ALD	932274	HAUL OFF	12	105.00	1,260.00
3228	3228	00768	HAUL OFF	12	105.00	1,260.00
5011	5011	01072	HAUL OFF	10	105.00	1,050.00
9711	6244SDT	044	HAUL OFF	8	105.00	840.00
			TOTAL LOADS: 80 ME			

WE APPRECIATE YOUR BUSINESS

Total $8,400.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
4/22/2019	75209

Bill To

CAPITAL EXCAVATION
P.O. BOX 1301
AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Presidios 1-North Mays	11-246	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0042	229	107568	HAUL OFF	8	100.00	800.00
0055	230	110215	HAUL OFF	7	100.00	700.00
0046	231	107951	HAUL OFF	8	100.00	800.00
0045	238	109048	HAUL OFF	7	100.00	700.00
1150	1150	00785	HAUL OFF	7	100.00	700.00
			TOTAL LOADS: 37 ME			

WE APPRECIATE YOUR BUSINESS

Total $3,700.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
8/3/2019	76105

Bill To

CAPITAL EXCAVATION
P.O. BOX 1301
AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Bratton Hill-North Mays	11-246H	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0037	227	109488	Total Loads/Haul Off	5	105.00	525.00
0024	234	109621	Total Loads/Haul Off	9	105.00	945.00
1010	1010RRL	10260	Total Loads/Haul Off	11	105.00	1,155.00
1616	1010RRL	10248	Total Loads/Haul Off	8	105.00	840.00
1818	1010RRL	10161	Total Loads/Haul Off	10	105.00	1,050.00
3228	3228	00769	Total Loads/Haul Off	6	105.00	630.00
			TOTAL LOADS: 49 CL			

WE APPRECIATE YOUR BUSINESS

Total $5,145.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
4/23/2019	75220

Bill To

CAPITAL EXCAVATION
P.O. BOX 1301
AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Presidio 2-North Mays	11-246	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0046	231	107952	HAUL OFF	8	100.00	800.00
0024	233	110255	HAUL OFF	7	100.00	700.00
0053	234	109983	HAUL OFF	7	100.00	700.00
0045	238	109049	HAUL OFF	8	100.00	800.00
2772	2772	200332	HAUL OFF	5	100.00	500.00
5011	5011	00814	HAUL OFF	8	100.00	800.00
			TOTAL LOADS: 43 ME			

WE APPRECIATE YOUR BUSINESS

Total $4,300.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
8/5/2019	76141

Bill To

CAPITAL EXCAVATION
P.O. BOX 1301
AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Bratton Hill-North Mays	11-246H	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0044	225	110637	Total Loads/Haul Off	8	105.00	840.00
0045	227	109221	Total Loads/Haul Off	11	105.00	1,155.00
0055	230	109818	Total Loads/Haul Off	2	105.00	210.00
0022	249	110325	Total Loads/Haul Off	8	105.00	840.00
0058	250	109572	Total Loads/Haul Off	10	105.00	1,050.00
1616	1010RRL	10428	Total Loads/Haul Off	2	105.00	210.00
1818	1010RRL	10164	Total Loads/Haul Off	6	105.00	630.00
3228	3228	00770	Total Loads/Haul Off	14	105.00	1,470.00
			TOTAL LOADS: 61 CL			

WE APPRECIATE YOUR BUSINESS

Total $6,405.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
4/27/2019	75254

Bill To
CAPITAL EXCAVATION P.O. BOX 1301 AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Presidio Condo-North Mays	11-246	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
5853	5853	199410	Total Loads/Haul Off TOTAL LOADS: 7 CL	7	100.00	700.00

WE APPRECIATE YOUR BUSINESS

Total $700.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
8/6/2019	76143

Bill To

CAPITAL EXCAVATION
P.O. BOX 1301
AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Bratton Hill-North Mays	11-246H	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0037	227	109489	Total Loads/Haul Off	9	105.00	945.00
0043	228	109542	Total Loads/Haul Off	9	105.00	945.00
1010	1010RRL	10262	Total Loads/Haul Off	10	105.00	1,050.00
1616	1010RRL	10430	Total Loads/Haul Off	9	105.00	945.00
1818	1010RRL	10166	Total Loads/Haul Off	10	105.00	1,050.00
3228	3228	00771	Total Loads/Haul Off	12	105.00	1,260.00
5871	5872	0053	Total Loads/Haul Off	7	105.00	735.00
5872	5872	0052	Total Loads/Haul Off	7	105.00	735.00
			TOTAL LOADS: 73 CL			

WE APPRECIATE YOUR BUSINESS

Total $7,665.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
4/29/2019	75271

Bill To

CAPITAL EXCAVATION
P.O. BOX 1301
AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Presidio 2-Nrth Mays RR	11-246	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0046	231	107956	HAUL OFF	8	100.00	800.00
0045	238	108379	HAUL OFF	8	100.00	800.00
0042	229	106075	HAUL OFF	8	100.00	800.00
2772	2772	200335	HAUL OFF	8	100.00	800.00
5011	5011	00816	HAUL OFF	6	100.00	600.00
5853	5853	199411	HAUL OFF	6	100.00	600.00
9805	9809BCT	200111	HAUL OFF	5	100.00	500.00
			TOTAL LOADS: 49 ME			

WE APPRECIATE YOUR BUSINESS

Total $4,900.00

TEXAS TRUCKING COMPANY, INC.

3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558
Fax: 512-930-0298

Invoice

Ship Date	Invoice #
8/5/2019	76161

Bill To
CAPITAL EXCAVATION P.O. BOX 1301 AUSTIN, TX 78767

Please Remit Payment to:
Advantage Business Capital
P.O. Box 4283, Dept. 400
Houston, TX 77210-4283

ORIGIN TO DESTINATION	TTC #	MATERIAL	TERMS
Bratton Hill-North Mays	11-246H	Dirt	Net 15

Driver	Truck #	SMC	Plant	Qty	Rate	Amount
0043	228	109541	Total Loads/Haul Off TOTAL LOADS: 10 CL	10	105.00	1,050.00

WE APPRECIATE YOUR BUSINESS

Total $1,050.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

Invoice

Date	Invoice #
6/17/2020	80385

Bill To
Capital Excavation P.O. Box 1301 Austin, TX 78767

Ship To 971 C
REC'D 6/19 JUN 18

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/17/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
9	Spoils Haul Off	End Dump Truck # 1956 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	1,125.00
9	Spoils Haul Off	End Dump Truck # 2938 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	1,125.00
8	Spoils Haul Off	End Dump Truck # 4953 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	1,000.00
8	Spoils Haul Off	End Dump Truck # 1192 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	1,000.00
5	Spoils Haul Off	End Dump Truck # 9151 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	625.00
3	Spoils Haul Off	End Dump Truck # 9012 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	375.00

account	job/item/type	$$$
971	598-0013/EF	5250.00

coded: AL 6-22 approved: C 23 2

JUN

	Total	$5,250.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

Invoice

Date	Invoice #
6/16/2020	80384

Bill To
Capital Excavation P.O. Box 1301 Austin, TX 78767

Ship To 972C
REC'D 6/19 JUN 18

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/16/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
2	Spoils Haul Off	End Dump Truck # 9806 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	250.00
2	Spoils Haul Off	End Dump Truck # 9805 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	250.00

account	job/item/type	$$$
971	[illegible]	500.00
	998-0013/ET	

coded: M 6-22 approved: C 2720

Jun

	Total	$500.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

Invoice

Date	Invoice #
6/12/2020	80387

Bill To
Capital Excavation P.O. Box 1301 Austin, TX 78767

Ship To
C

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/12/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
1	Spoils Haul Off	End Dump Truck # 4453 SMC 1442 North May Street Extension to Shumaker Enterprises	160.00	160.00
1	Spoils Haul Off	End Dump Truck # 2938 SMC 1431 North May Street Extension to Shumaker Enterprises	160.00	160.00
1	Spoils Haul Off	End Dump Truck # 9656 SMC 1253 North May Street Extension to Shumaker Enterprises	160.00	160.00
1	Spoils Haul Off	End Dump Truck # 7591 SMC 1068 North May Street Extension to Shumaker Enterprises	160.00	160.00

account	job/item/type	$$$
571	~~998-0013/ET~~	640.00
	998-0013/ET	

coded: BV 6-22 approved: EC 6.23.20

Jun

RECD JUN 18

	Total	$640.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

Invoice

Date	Invoice #
6/12/2020	80386

Bill To

Capital Excavation
P.O. Box 1301
Austin, TX 78767

Ship To 971

REC'D 6/19 JUN 18

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/12/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
8	Spoils Haul Off	End Dump Truck # 7591 SMC 1067 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	1,000.00
3	Spoils Haul Off	End Dump Truck # 9654 SMC 1404 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	375.00
9	Spoils Haul Off	End Dump Truck # 4453 SMC 1441 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	1,125.00
11	Spoils Haul Off	Tri Axle Truck # 4462 SMC 547340 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	115.00	1,265.00
8	Spoils Haul Off	End Dump Truck # 2938 SMC 1430 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	1,000.00

account	job/item/type	$$$
971	998-0013/ET	4765.00

coded: AL 6/22 approved: C 6/27/20

JUN

Total $4,765.00

REC'D JUN 1
REC'D JUN 17
REC'D JUN 16

Invoice

Central Austin Transport

PO Box 171056
Austin, TX 78717

Date	Invoice #
6/10/2020	80362

Bill To	Ship To
Capital Excavation P.O. Box 1301 Austin, TX 78767	

971

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/10/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
10	Spoils Haul Off	End Dump Truck # 7591, From North Mays Extension to Bell Meadows Drive Hutto, TX . Dump Fee Included	95.00	950.00
10	Spoils Haul Off	End Dump Truck # 9656, From North Mays Extension to Bell Meadows Drive Hutto, TX . Dump Fee Included	95.00	950.00
10	Spoils Haul Off	End Dump Truck # 1956, From North Mays Extension to Bell Meadows Drive Hutto, TX . Dump Fee Included	95.00	950.00
11	Spoils Haul Off	Tri Axle Truck # 4462, From North Mays Extension to Bell Meadows Drive Hutto, TX. Dump Fee included	80.00	880.00

account	job/item/type	$$$
971	464-0001/ET	3730.00

coded: MT 6-29 approved: C 30-20

Jun

	Total	$3,730.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

REC'D JUN 17 6/22/20

Invoice

Date	Invoice #
6/10/2020	80363

Bill To	Ship To
Capital Excavation P.O. Box 1301 Austin, TX 78767 571 C	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/11/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
10	Spoils Haul Off	End Dump Truck # 7591, North Mays Street Extension to Rowe Valley Pit CR 366, Dump Fee Included in rate.	125.00	1,250.00
10	Spoils Haul Off	End Dump Truck # 9656, North Mays Street Extension to Rowe Valley Pit CR 366, Dump Fee Included in rate.	125.00	1,250.00
10	Spoils Haul Off	End Dump Truck # 1956, North Mays Street Extension to Rowe Valley Pit CR 366, Dump Fee Included in rate.	125.00	1,250.00
10	Spoils Haul Off	End Dump Truck # 2938, North Mays Street Extension to Rowe Valley Pit CR 366, Dump Fee Included in rate.	125.00	1,250.00
11	Spoils Haul Off	Tri Axle Truck # 4462, North Mays Street Extension to Rowe Valley Pit CR 366, Dump Fee Included in rate.	115.00	1,265.00

account	job/item/type	$$$
571	988-0013/01	6265.00

coded: M 6-25 approved: 6.30.20

JW

Total $6,265.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

RECD JUN 17 6/22 PD

Invoice

Date	Invoice #
6/15/2020	80364

Bill To
Capital Excavation P.O. Box 1301 Austin, TX 78767 911C

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/15/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
5	Spoils Haul Off	End Dump Truck # 8925, North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	625.00
6	Spoils Haul Off	End Dump Truck # 1956, North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	750.00
2	Spoils Haul Off	End Dump Truck # 7591 North May Street Extension to Rowe Valley Pit CR 366, Dump Fee included in rate	125.00	250.00

account	job/item/type	$$$
971	464-0001/BT	1625.00
coded: M 6/29	approved: CJ 6.30.20	

Sur

Total $1,625.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

RECD JUN 17 6/22 KD

Invoice

Date	Invoice #
6/15/2020	80365

Bill To	Ship To
Capital Excavation P.O. Box 1301 Austin, TX 78767 971 C	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/15/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
2	Spoils Haul Off	End Dump Truck # 8925, North May Street Extension to Shumaker Enterprises	160.00	320.00
3	Spoils Haul Off	End Dump Truck # 7591, North May Street Extension to Shumaker Enterprises	160.00	480.00
3	Spoils Haul Off	End Dump Truck # 1956, North May Street Extension to Shumaker Enterprises	160.00	480.00

account	job/item/type	$$$
971	958-00/3/DT	1280.00

coded: M 6-29 approved 6.30.20

JUN

Total	$1,280.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

Invoice

Date	Invoice #
6/18/2020	80430

Bill To	Ship To
Capital Excavation P.O. Box 1301 Austin, TX 78767	RECD JUN 24

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/18/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
9	Spoils Haul Off	End Dump # 9012, Ticket # 644767, North Mays Extension to Rowe Valley Pit, Delivered 061820, Dump Fee Included	125.00	1,125.00
8	Spoils Haul Off	End Dump # 7701, Ticket # 001229, North Mays Extension to Rowe Valley Pit, Delivered 061820, Dump Fee Included	125.00	1,000.00
9	Spoils Haul Off	End Dump # 7591, Ticket # 1071, North Mays Extension to Rowe Valley Pit, Delivered 061820, Dump Fee Included	125.00	1,125.00

account | job/round/pc | $$$
971 | 998-0013/[illegible] | 3250.00
coded [illegible] 6-24 approved C.30 20

Jun

Total $3,250.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

Invoice

Date	Invoice #
6/19/2020	80431

Bill To
Capital Excavation P.O. Box 1301 Austin, TX 78767

Ship To	RECD JUN 24

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/19/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
6	Spoils Haul Off	End Dump # 4453, Ticket # 1446, North Mays Extension to Rowe Valley Pit, Delivered 061920, Dump Fee Included	125.00	750.00
5	Spoils Haul Off	End Dump # 2938, Ticket # 1434, North Mays Extension to Rowe Valley Pit, Delivered 061920, Dump Fee Included	125.00	625.00
2	Spoils Haul Off	End Dump # 1956, Ticket # 1311, North Mays Extension to Rowe Valley Pit, Delivered 061920, Dump Fee Included	125.00	250.00
9	Spoils Haul Off	End Dump # 7591, Ticket # 1073, North Mays Extension to Rowe Valley Pit, Delivered 061920, Dump Fee Included	125.00	1,125.00

account	job/item/type	$$$
571	958-003/GT	2750.00

coded: M 6-29 approved: 6.30.20

Jun

	Total	$2,750.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

Invoice

Date	Invoice #
6/17/2020	80457

Bill To

Capital Excavation
P.O. Box 1301
Austin, TX 78767

Ship To

Rowe Valley Pit
CR 366
Taylor, TX

REC'D JUN 30

911C

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/17/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
9	Spoils Haul Off	End Dump Truck # 1956 Ticket # 1310, North Mays Extension Delivered 061720, Dump Fee Included	125.00	1,125.00
9	Spoils Haul Off	End Dump Truck # 2938 Ticket # 1433, North Mays Extension Delivered 061720, Dump Fee Included	125.00	1,125.00
8	Spoils Haul Off	End Dump Truck # 4953 Ticket # 1444, North Mays Extension Delivered 061720, Dump Fee Included	125.00	1,000.00
8	Spoils Haul Off	End Dump Truck # 1192 Ticket # 533155 , North Mays Extension Delivered 061720, Dump Fee Included	125.00	1,000.00
5	Spoils Haul Off	End Dump Truck # 9151 Ticket # 540388, North Mays Extension Delivered 061720, Dump Fee Included	125.00	625.00
3	Spoils Haul Off	End Dump Truck # 9012 Ticket # 644766 , North Mays Extension Delivered 061720, Dump Fee Included	125.00	375.00
		Sales Tax	8.25%	0.00

account	job/item/type	$$$
971	958-0013/ET	$5250.00

coded: MTB approved 7.9.20

JUN

Total $5,250.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

Invoice

Date	Invoice #
6/29/2020	80486

Bill To	Ship To
Capital Excavation P.O. Box 1301 Austin, TX 78767	Rowe Valley Pit CR 366 Taylor, TX 97 C REC'D JUL 8 6

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/29/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
✓10	Spoils Haul Off	End Dump Truck # 7591, Ticket # 1074, North Mays Extension, Delivered 062920, Dump Fee Included	125.00	1,250.00
7	Spoils Haul Off	End Dump Truck # 4453, Ticket # 1332, North Mays Extension, Delivered 063020, Dump Fee Included	125.00	875.00
9	Spoils Haul Off	End Dump Truck # 1150, Ticket # 00922, North Mays Extension, Delivered 063030, Dump Fee Included	125.00	1,125.00
10	Spoils Haul Off	End Dump Truck # 1150, Ticket # 00923, North Mays Extension, Delivered 070120, Dump Fee Included	125.00	1,250.00
10	Spoils Haul Off	End Dump Truck # 9656, Ticket # 1254, North Mays Extension, Delivered 070120, Dump Fee Included	125.00	1,250.00
10	Spoils Haul Off	End Dump Truck # 1150, Ticket # 00924, North Mays Extension, Delivered 070220, Dump Fee Included	125.00	1,250.00
9	Spoils Haul Off	End Dump Truck # 4453, Ticket # 1333, North Mays Extension, Delivered 070220, Dump Fee Included	125.00	1,125.00
		Sales Tax	8.25%	0.00

account	job/item/type	$$$
571	464-0001/ET	1250.00
571	598-0013/ET	6875.00

coded: AT 7-9 approved 7.9.20

July

Total	$8,125.00

Central Austin Transport

PO Box 171056
Austin, TX 78717

REC'D JUN 0 9

Invoice

Date	Invoice #
6/3/2020	80315

Bill To
Capital Excavation P.O. Box 1301 Austin, TX 78767

Ship To 971 C

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/4/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
4.5	Hourly Rate	Ticket # Oakmont Drive On-Site, 060420	75.00	337.50

971 110-210 1/ET 168.75
971 132-1000/ET 168.75

AT 6-7

6.17.20

JUN

	Total	$337.50

Central Austin Transport

PO Box 171056
Austin, TX 78717

REC'D JUN 8 9

Invoice

Date	Invoice #
6/5/2020	80316

Bill To	Ship To 971 C
Capital Excavation P.O. Box 1301 Austin, TX 78767	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		6/5/2020	End Dumps		

Quantity	Item Code	Description	Price Each	Amount
10	Hourly Rate	Ticket # 547336, Oakmont Drive On-Site, 060520	75.00	750.00

account	job/item/type	$$
971	110-2101/ET	375.00
971	132-1000/ET	375.00

coded: M LT approved: 6.17.20

JUN

Total $750.00

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:** 10/1/2020

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Minor Manhole Height Adj	1.00	EA	$ 1,400.00	$ 1,400.00

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
MANHOLE PER MASTER ESTIMATE							
ITEM 99 - RR 506-WW06 - MINOR MANHOLE HEIGHT ADJUSTMENT, 48" DIA	1.0		EA		$ 1,400.00		$ 1,400.00
					SUBTOTAL:		$ 1,400.00
					MANHOLE TOTAL		***$ 1,400.00***
					5% Mark-Up		$ -
					SUBS TOTAL		***$ -***
					TOTAL LESS BOND		**$ 1,400.00**
			BOND		1%		**$ -**
			THIS CHANGE ORDER				**$ 1,400.00**

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:** 10/1/2020

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Water Valve Adjustments	3.00	EA	$ 1,232.46	$ 3,697.37

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
UTILITY FOREMAN	10.0		MH		$ 45.00		$ 450.00
PIPE LAYER	10.0		MH		$ 19.00		$ 190.00
UTILITY LABOR	20.0		MH		$ 17.50		$ 350.00
PIPE LAYER HELPER	10.0		MH		$ 19.00		$ 190.00
420 BACKHOE OPERATOR	10.0		MH		$ 19.00		$ 190.00
					SUBTOTAL:		$ 1,370.00
					25% Labor Mark-Up		$ 342.50
					55% Ins. & Tax Mark		$ 753.50
					LABOR TOTAL		***$ 2,466.00***
EQUIPMENT							
FOREMAN TRUCK	10.0		HR		$ 19.28		$ 192.80
BACKHOE CAT 420	10.0		HR		$ 38.77		$ 387.70
					SUBTOTAL:		$ 580.50
					15% Mark-Up		$ 87.08
					EQUIPMENT TOTAL		***$ 667.58***
MATERIALS							
CLASS A CONCRETE	3.0		CY		$ 107.25		$ 321.75
SHORT LOAD FEE	1.0		EA		$ 100.00		$ 100.00
					SUBTOTAL:		$ 421.75
					25% Mark-Up		$ 105.44
					MATERIALS TOTAL		***$ 527.19***
SUBS							
							$ -
					SUBTOTAL:		$ -
					5% Mark-Up		$ -
					SUBS TOTAL		***$ -***
					TOTAL LESS BOND		**$ 3,660.76**
			BOND		1%		**$ 36.61**
			THIS CHANGE ORDER				**$ 3,697.37**

EquipmentWatch

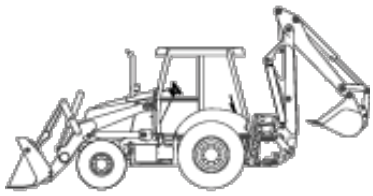
www.equipmentwatch.com

Adjustments for BH43 in CAP EX EQUIPMENT

February 22, 2019

Caterpillar 420D (disc. 2006)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
15,772 lbs.



Configuration for 420D (disc. 2006)

Power Mode	**Diesel**	Net Horsepower	**89 hp**
Operator Protection	**EROPS**	Loader Bucket Capacity--Heaped	**1.25 cu yd**
Drive	**4WD**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$3,175.00	$890.00	$225.00	$34.00	$23.25	$41.29
Adjustments						
Region (Texas: 88.9%)	($352.43)	($98.79)	($24.98)	($3.77)		
Model Year (2002: 96.8%)	($90.32)	($25.32)	($6.40)	($0.97)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$2,732.25**	**$765.89**	**$193.62**	**$29.26**	**$23.25**	**$38.77**

Non-Active Use Rates

	Hourly
Standby Rate	$8.23
Idling Rate	$26.84

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	$1,047.75/mo
Overhaul (ownership)	47%	$1,492.25/mo
CFC (ownership)	11%	$349.25/mo
Indirect (ownership)	9%	$285.75/mo
Fuel (operating) @ 3.27	49%	$11.32/hr

Revised Date: 1st Half 2019

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EquipmentWatch

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Adjustments for Chevy 1 Ton Truck 04 in CAP EX EQUIPMENT

February 22, 2019

Miscellaneous 4X2 1 234 CONV GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
4,133 lbs.



Configuration for 4X2 1 234 CONV GAS

Axle Configuration	**4X2**	Power Mode	**Gasoline**
Horsepower	**234**	Cab Type	**Conventional**
Ton Rating	**1**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$780.00	$220.00	$55.00	$8.00	$15.65	$20.08
Adjustments						
Region (Texas: 91.4%)	($67.08)	($18.92)	($4.73)	($0.69)		
Model Year (2004: 89.6%)	($74.14)	($20.91)	($5.23)	($0.76)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$638.78**	**$180.17**	**$45.04**	**$6.55**	**$15.65**	**$19.28**

Non-Active Use Rates

	Hourly
Standby Rate	$2.58
Idling Rate	$15.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$421.20/mo
Overhaul (ownership)	29%	$226.20/mo
CFC (ownership)	7%	$54.60/mo
Indirect (ownership)	10%	$78.00/mo
Fuel (operating) @ 2.75	78%	$12.23/hr

Revised Date: 1st Half 2019

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Received
JAN 02 2019
Capital Excavation Company

Capital Excavation Company

P. O. Box 1301
Austin, Texas 78767
(512) 440-1717 Telephone
(512) 312-2050 Facsimile

MASTER PURCHASE ORDER WORK ORDER

Date: December 20, 2018

To: Lauren Concrete, LP
P.O. Box 3737
Pflugerville, Texas 78691

Phone: 512-389-2113
Fax: 512-389-2828
Contact: Russell White

Delivery Date: As Needed

Job Name: Mays Ext Williamson Co

CX Job #: 971
PO #: 971-4073
Ship to: Jobsite

Via: Your Trucks
F.O.B.:

Requested by: Chase Botkin

All material and/or equipment delivered under this Master Purchase Order Work Order ("Work Order") must comply fully with the Contract Documents for the above job.

DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	APPROXIMATE TOTAL
TXDOT CLASS A	1,900 / CY	$98.00	$186,200.00
TXDOT CLASS B	500 / CY	$96.50	$48,250.00
TXDOT CLASS C	1,000 / CY	$102.50	$102,500.00
TXDOT CLASS S	3,100 / CY	$102.50	$317,750.00
TXDOT FLOWABLE FILL	250 / CY	$78.00	$19,500.00
		TOTAL WORK ORDER:	**$674,200.00**

Notes: Concrete pricing will increase a minimum of $3.00 per yard on October 1, 2019 and will be subjected to a 5% increase each 6 month period thereafter. Hours of operation are Mon-Fri 2am until 5:30pm, Sat 2am until 2pm. Pours outside of normal operating hours, including Sunday are subject to a plant opening fee upon availability. Fuel surcharge fee- WAIVED. Environmental fee - $10.00 per truck.

ACCEPTANCE OF THIS WORK ORDER, CONSISTING OF THE MASTER PURCHASE ORDER AND THE FOLLOWING EXHIBITS INCLUDES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS WORK ORDER AND THE MASTER PURCHASE ORDER. THE TERMS AND PROVISIONS OF THE MASTER PURCHASE ORDER DATED February 4, 2015 BETWEEN BUYER AND VENDOR ARE INCORPORATED HEREIN BY REFERENCE.

THE FOLLOWING EXHIBITS ARE INCLUDED IN THIS WORK ORDER:

"B" - INSURANCE CERTIFICATE
"C"- REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS

ACCEPTED:

ACCEPTED:

VENDOR: LAUREN CONCRETE, LP

By: Brent Reylople
Date: 12-28-18 Title: Vice President Sales
19953

BUYER: CAPITAL EXCAVATION COMPANY

By:
Date: 1-3-19 Title: Vice President

134-WC01

CAPITAL EXCAVATION

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:** 11/30/2020

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Stone Wall Backfill	90.00	TN	$ 43.42	$ $3,907.80

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
FOREMAN	15.0		MH		$ 45.00		$ 675.00
LABORER	30.0		MH		$ 17.00		$ 510.00
420 BACKHOE OPERATOR	15.0		MH		$ 19.00		$ 285.00
					SUBTOTAL:		$ 1,470.00
					25% Labor Mark-Up		$ 367.50
					55% Ins. & Tax Marl		$ 808.50
					LABOR TOTAL		***$ 2,646.00***
EQUIPMENT							
FOREMAN TRUCK	15.0		HR		$ 19.28		$ 289.20
BACKHOE CAT 420	15.0		HR		$ 38.77		$ 581.55
					SUBTOTAL:		$ 870.75
					15% Mark-Up		$ 130.61
					EQUIPMENT TOTAL		***$ 1,001.36***
MATERIALS							
1/2"-3/8" TY D GRAVEL	-		TN		$ 16.35		$ -
					SUBTOTAL:		$ -
					25% Mark-Up		$ -
					MATERIALS TOTAL		***$ -***
SUBS							
GRAVEL TRUCKING	90.0		TN		$ 2.35		$ 211.50
					SUBTOTAL:		$ 211.50
					5% Mark-Up		$ 10.58
					SUBS TOTAL		***$ 222.08***
					TOTAL LESS BOND		**$ 3,869.44**
		BOND			1%		**$ 38.69**
		THIS CHANGE ORDER					**$ ~~3,908.13~~**

$3,907.80

420-WC01

CAPITAL EXCAVATION

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:** 10/29/2020

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Concrete Footing	18.00	CY	$ 667.14	$ $12,008.52

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
CONCRETE FOREMAN	25.0		MH		$ 45.00		$ 1,125.00
CONCRETE FINISHER	25.0		MH		$ 19.00		$ 475.00
CONCRETE FORMSETTER	25.0		MH		$ 18.50		$ 462.50
FORM SETTER HELPER	50.0		MH		$ 17.00		$ 850.00
FINISHER HELPER	50.0		MH		$ 19.00		$ 950.00
420 BACKHOE OPERATOR	25.0		MH		$ 19.00		$ 475.00
					SUBTOTAL:		$ 4,337.50
					25% Labor Mark-Up		$ 1,084.38
					55% Ins. & Tax Mark		$ 2,385.63
					LABOR TOTAL		***$ 7,807.50***
EQUIPMENT							
FOREMAN TRUCK	25.0		HR		$ 19.28		$ 482.00
BACKHOE CAT 420	25.0		HR		$ 38.77		$ 969.25
					SUBTOTAL:		$ 1,451.25
					15% Mark-Up		$ 217.69
					EQUIPMENT TOTAL		***$ 1,668.94***
MATERIALS							
CLASS A CONCRETE	18.0		CY		$ 107.25		$ 1,930.50
					SUBTOTAL:		$ 1,930.50
					25% Mark-Up		$ 482.63
					MATERIALS TOTAL		***$ 2,413.13***
SUBS							
					SUBTOTAL:		$ -
					5% Mark-Up		$ -
					SUBS TOTAL		***$ -***
					TOTAL LESS BOND		**$ 11,889.56**
			BOND		1%		**$ 118.90**
			THIS CHANGE ORDER				**$ ~~12,008.46~~**

$12,008.52

423-WC01

CAPITAL EXCAVATION

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:** 10/29/2020

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Stone Wall	360.00	LF	$ 62.20	$ $22,392.00

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
							$ -
					SUBTOTAL:		$ -
					25% Labor Mark-Up		$ -
					55% Ins. & Tax Mark		$ -
					LABOR TOTAL		***$ -***
EQUIPMENT							
							$ -
					SUBTOTAL:		$ -
					15% Mark-Up		$ -
					EQUIPMENT TOTAL		***$ -***
MATERIALS							
							$ -
					SUBTOTAL:		$ -
					25% Mark-Up		$ -
					MATERIALS TOTAL		***$ -***
SUBS							
STONE WALL	539.5		SF		$ 39.14		$ 21,116.03
					SUBTOTAL:		$ 21,116.03
					5% Mark-Up		$ 1,055.80
					SUBS TOTAL		***$ 22,171.83***
					TOTAL LESS BOND		**$ 22,171.83**
		BOND			1%		**$ 221.72**
		THIS CHANGE ORDER					**$ ~~22,393.55~~**

$22,392.00

This change order price excludes the following:

- Lanscaping
- Irrigation
- Utility Relocations/Repairs

EquipmentWatch

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Adjustments for Chevy 1 Ton Truck 04 in CAP EX EQUIPMENT

February 22, 2019

Miscellaneous 4X2 1 234 CONV GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
4,133 lbs.



Configuration for 4X2 1 234 CONV GAS

Axle Configuration	**4X2**	Power Mode	**Gasoline**
Horsepower	**234**	Cab Type	**Conventional**
Ton Rating	**1**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$780.00	$220.00	$55.00	$8.00	$15.65	$20.08
Adjustments						
Region (Texas: 91.4%)	($67.08)	($18.92)	($4.73)	($0.69)		
Model Year (2004: 89.6%)	($74.14)	($20.91)	($5.23)	($0.76)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$638.78**	**$180.17**	**$45.04**	**$6.55**	**$15.65**	**$19.28**

Non-Active Use Rates

	Hourly
Standby Rate	$2.58
Idling Rate	$15.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$421.20/mo
Overhaul (ownership)	29%	$226.20/mo
CFC (ownership)	7%	$54.60/mo
Indirect (ownership)	10%	$78.00/mo
Fuel (operating) @ 2.75	78%	$12.23/hr

Revised Date: 1st Half 2019

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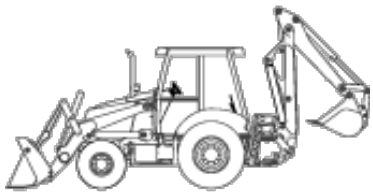
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Adjustments for BH43 in CAP EX EQUIPMENT

February 22, 2019

Caterpillar 420D (disc. 2006)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
15,772 lbs.



Configuration for 420D (disc. 2006)

Power Mode	**Diesel**	Net Horsepower	**89 hp**
Operator Protection	**EROPS**	Loader Bucket Capacity--Heaped	**1.25 cu yd**
Drive	**4WD**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$3,175.00	$890.00	$225.00	$34.00	$23.25	$41.29
Adjustments						
Region (Texas: 88.9%)	($352.43)	($98.79)	($24.98)	($3.77)		
Model Year (2002: 96.8%)	($90.32)	($25.32)	($6.40)	($0.97)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$2,732.25**	**$765.89**	**$193.62**	**$29.26**	**$23.25**	**$38.77**

Non-Active Use Rates

	Hourly
Standby Rate	$8.23
Idling Rate	$26.84

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	$1,047.75/mo
Overhaul (ownership)	47%	$1,492.25/mo
CFC (ownership)	11%	$349.25/mo
Indirect (ownership)	9%	$285.75/mo
Fuel (operating) @ 3.27	49%	$11.32/hr

Revised Date: 1st Half 2019

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Received
JAN 02 2019
Capital Excavation Company

Capital Excavation Company

P. O. Box 1301
Austin, Texas 78767
(512) 440-1717 Telephone
(512) 312-2050 Facsimile

MASTER PURCHASE ORDER WORK ORDER

Date: December 20, 2018

To: Lauren Concrete, LP
P.O. Box 3737
Pflugerville, Texas 78691

Phone: 512-389-2113
Fax: 512-389-2828
Contact: Russell White

Delivery Date: As Needed

Job Name: Mays Ext Williamson Co

CX Job #: 971
PO #: 971-4073
Ship to: Jobsite

Via: Your Trucks
F.O.B.:

Requested by: Chase Botkin

All material and/or equipment delivered under this Master Purchase Order Work Order ("Work Order") must comply fully with the Contract Documents for the above job.

DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	APPROXIMATE TOTAL
TXDOT CLASS A	1,900 / CY	$98.00	$186,200.00
TXDOT CLASS B	500 / CY	$96.50	$48,250.00
TXDOT CLASS C	1,000 / CY	$102.50	$102,500.00
TXDOT CLASS S	3,100 / CY	$102.50	$317,750.00
TXDOT FLOWABLE FILL	250 / CY	$78.00	$19,500.00
		TOTAL WORK ORDER:	**$674,200.00**

Notes: Concrete pricing will increase a minimum of $3.00 per yard on October 1, 2019 and will be subjected to a 5% increase each 6 month period thereafter. Hours of operation are Mon-Fri 2am until 5:30pm, Sat 2am until 2pm. Pours outside of normal operating hours, including Sunday are subject to a plant opening fee upon availability. Fuel surcharge fee- WAIVED. Environmental fee - $10.00 per truck.

ACCEPTANCE OF THIS WORK ORDER, CONSISTING OF THE MASTER PURCHASE ORDER AND THE FOLLOWING EXHIBITS INCLUDES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS WORK ORDER AND THE MASTER PURCHASE ORDER. THE TERMS AND PROVISIONS OF THE MASTER PURCHASE ORDER DATED February 4, 2015 BETWEEN BUYER AND VENDOR ARE INCORPORATED HEREIN BY REFERENCE.

THE FOLLOWING EXHIBITS ARE INCLUDED IN THIS WORK ORDER:

"B" - INSURANCE CERTIFICATE
"C"- REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS

ACCEPTED:

ACCEPTED:

VENDOR: LAUREN CONCRETE, LP

By: Brent Reylople
Date: 12-28-18 Title: Vice President Sales
19953

BUYER: CAPITAL EXCAVATION COMPANY

By:
Date: 1-3-19 Title: Vice President

TEXAS CRUSHED STONE COMPANY
PRICE LIST – EFFECTIVE AUGUST 15, 2019

CODE	THD ITEM	DESCRIPTION	GROSS PRICE	DISCOUNT PER TON
003	Hard Stone	1 x 3 in.	$11.05	20¢
005	Hard Stone	3 x 5 in.	$13.35	20¢
006		Quarry Shot Rock	$7.85	20¢
011		Quarry Run Boulders	$12.05	20¢
012	Hard Stone	1 x 12 in.	$13.55	20¢
014		-4" Blanket	$11.85	20¢
018		Broken Boulders 18-0	$19.30	20¢
024		Broken Boulders 24-0	$18.30	20¢
036		Broken Boulders 36-0	$16.30	20¢
040		Field Stone	$48.40	20¢
061	Rip Rap	Special Landscape Rip Rap	$45.25	20¢
063	Railroad Ballast	1 ¾-3/4" Ballast #4	$8.35	20¢
064	Railroad Ballast	1 ¼-3/4" Ballast #5	$11.55	20¢
066	Railroad Ballast	1 ¾-3/4" Ballast	$8.85	20¢
101		Barko Base Georgetown	$5.50	20¢
109		3 in. Base	$7.75	20¢
110		1 ¾" Super Base	$6.50	20¢
111		1 ¾" Super Base Tested	$6.75	20¢
115		1 ¾" Standard Base	$6.25	20¢
117		1 ¾" City Base	$6.75	20¢
119		Quarry Over Burden	$4.75	20¢
120		Low 200 Mesh Base	$11.10	20¢
130		Push up Material	$5.65	20¢
132		1 ¼" Fill Material	$5.50	20¢
145		1 ¾" Coarse Base	$7.70	20¢
151		State Base, Grade 1 or 2	$7.25	20¢
155		State Base, Grade 5	$7.25	20¢
169		COE-P209	$11.85	20¢
262	Dry	1 ¼" – 0	$10.55	20¢
263	Washed	¾" - 3/8" Type C	$15.85	20¢
264	Washed	½" -3/8"Type D	$16.35	20¢
265	Washed	3/8"- 7 Mesh Type F	$13.30	20¢
267	Washed	½" – 7 Mesh D-F Blend	$14.35	20¢
268	Dry	7 Mesh Dry Screenings	$4.70	20¢
269	Dry	¼" Dry Screenings	$15.35	20¢
270		Washed Manufactured Sand	$11.50	20¢
369	Washed	¾" – ½" Modified Grade 3	$16.35	20¢
462		Premium Maglime	$4.70	20¢
463		Louisiana Maglime	$4.70	20¢
465		Superfine Maglime	$6.85	20¢
466		Manure Spreader Superfine	$1.20	20¢
563	Well Graded	1 ½" – 7 Mesh Conc. Aggregate	$9.45	20¢
564	Well Graded	1 ¼" – 7 Mesh Conc. Aggregate	$10.10	20¢
566	Coarse C-33	1 ½" – 3/8" Conc. Aggregate	$9.55	20¢
567	Coarse C-33	1 ¼" – 3/8" Conc. Aggregate	$10.35	20¢
568	Coarse C-33	¾" – 3/8" Conc. Aggregate	$16.35	20¢
573	ASTM Conc. Sand 4M-100M		$12.50	20¢
706	Granite Blocks		$33.55	20¢
804	CNG OFF ROAD REQUIRES AFFIDAVIT		$1.40	20¢
805	CNG ON ROAD		$1.76	20¢

DISCOUNTS ARE OFFERED FOR PROMPT CREDIT PAYMENT OR CASH SALE ONLY. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. BEFORE BIDDING JOBS, PLEASE CHECK WITH OUR SALES DEPARTMENT ABOUT CURRENT PRICES FOR THOSE PARTICULAR JOBS.
ALL PRICES ARE PER TON, F.O.B. QUARRY; GEORGETOWN, TEXAS SHIPMENTS ARE SCHEDULED SUBJECT TO PRODUCT AND TRANSPORTATION AVAILABILITY.

TEXAS
TRUCKING CO., INC.
3900 SHELL ROAD
GEORGETOWN, TX 78628
512-868-5558 Fax: 512-930-0298
www.TexasTruckingCo.com
Qualified D.B.E. & H.U.B

DATE: November 12, 2018

CUSTOMER: Capital Excavation
P.O. Box 1301
Austin, TX 78767

JOB: Williamson County North Mays Extension Precint Number 1
From Paloma Drive to Oakmont Drive Round Rock, TX 78665

HAULING:	Base & Fill	Trailer Rates	
FROM:	Texas Crushed Stone RR	$2.30	Per Ton
	Texas Crushed Stone GT	$2.35	Per Ton
	Central Texas Stone	$4.50	Per Ton
	Superior Crushed Stone	$4.50	Per Ton
	Jarrell Crushed Stone	$5.00	Per Ton
	Alamo Concrete	$4.00	Per Ton
	Fisher Materials	$4.50	Per Ton
	Industrial Asphalt Florence Quarry	$4.50	Per Ton
	JGM Agg	$5.25	Per Ton
	3rd Crossing	$5.25	Per Ton
	Austex Materials	$5.00	Per Ton
	CC Aggregates	$4.75	Per Ton
HAULING:	Haul Off		
TO:	Hutto Private Dump (no dump fee)	$120.00	Per Load
	Kevin Copeland	$120.00	Per Load
	CR 313 (no dump fee)	$125.00	Per Load

HAUL-OFF DOES NOT INCLUDE DUMP FEES

ALL RATES ARE FOR END DUMPS AND BELLY DUMPS ONLY.

TRI-AXLE	HOURLY RATES	$75.00 Per Hour
TRAILER	HOURLY RATES	$85.00 Per Hour
FLAT-BED	HOURLY RATES	$110.00 Per Hour

ALL HOURLY RATES HAVE A 6 HOUR DAILY MINIMUM CHARGE

ALL HAUL RATES ARE SUBJECT TO ADJUSTMENT IF FUEL PRICES GO ABOVE $3.25 PER GALLON

THESE RATES ARE GOOD FOR 30 DAYS WITHOUT A WRITTEN CONTRACT.
TO ACCEPT THIS SUBMITTAL PLEASE SIGN, DATE AND EMAIL BACK TO
bids@texastruckingco.com
A Work Order will need to be issued before trucks are dispatched.

Felix Gonzales
Estimator
felix@texastruckingco.com

PROPOSAL

Landart AMERICA
LANDSCAPE-IRRIGATION-MAINTENANCE
HARDSCAPE-MASONRY- AMENITIES- PARKS-DESIGN

Client Ref #:
Job #: 3200399
Thursday, October 29, 2020

Capital Excavation
PO Box 1301
Austin, Texas Zip: 78767
Contact: Scott Budd
Office: (512) 440-1717 Cell: (512) 426-4306
E-mail: sbudd@capitalexcavation.com

North Mays Retaining Wall

DESCRIPTION							UNIT	QUANT	PRICE	TOTAL
Mortared Ashlar Patterned Limestone Wall with 2-1/4" Limestone Cap							sq ft	539.5	$39.14	**$21,113.84**
Footers for wall - Installed by CapEx	360	linear ft	1	width	16	depth				
6" White Limestone w/ Gray Mortar and Cap	360	length	1.5	height						

Notes:
- **Footers By Others**
- **Excludes Dirt and Gravel Backfill**
- **Excludes Surveying**
- **Excludes Engineering**

Total: $21,113.84

Client's Signature _____ Date _____

Landart America's Signature _____ Date October 29, 2020

Change Order # 10 Breakdown

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:** 11/16/2020

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Portable Changeable Message Board	**8.75**	**MO**	**$ 3,254.01**	**$ 28,472.62**

	Reg MH	Over time MH	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
Install & Removal							
GENERAL FOREMAN	10.00		MH		$ 45.00		$ 450.00
LABORER	10.00		MH		$ 17.00		$ 170.00
					SUBTOTAL:		$ 620.00
			Labor Mark-Up		25%		$ 155.00
			Ins. & Tax Mark-Up		55%		$ 341.00
					LABOR TOTAL		***$ 1,116.00***
EQUIPMENT							
FOREMAN TRUCK	10.00		HR		$ 19.30		$ 193.00
					SUBTOTAL:		$ 193.00
				Mark-Up	15%		$ 28.95
					EQUIPMENT TOTAL		***$ 221.95***
MATERIALS							
							$ -
					SUBTOTAL:		$ -
				Mark-Up	25%		$ -
					MATERIALS TOTAL		***$ -***
SUBS							
PORTABLE CHANGEABLE MESSAGE BOARD	8.75		MO		$ 2,700.00		$ 23,625.00
(2 EA for 3 Months, 1 EA for 2.75 Months)				Tax	8.25%		$ 1,949.06
					SUBTOTAL:		$ 25,574.06
				Mark-Up	5%		$ 1,278.70
					SUBS TOTAL		***$ 26,852.77***
					TOTAL LESS BOND		**$ 28,190.72**
			BOND		1.0%		**$ 281.91**
			THIS CHANGE ORDER				**$ 28,472.62**

FLASHER
Equipment Co
www.flasherequipment.com

Main Office:
246 W Josephine St
San Antonio, Texas 78212
Phone: 210-736-4251
Fax: 210-736-2084

75 CR 372
Jarrell, Texas 76537
Phone: 512-746-4441
Fax: 512-746-4444

PROJECT: NORTH MAYS EXTENSION
DATE: NOVEMBER 13, 2018
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
LOCATION: WILLIAMSON COUNTY

QUOTE # 13650

TRAFFIC CONTROL

ITEM	Description	Unit	Qty.	Price	Amount
84	MOBILIZATION	LS	1	$1,450.00	PLUS TAX
84	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$550.00	PLUS TAX
84	WILLIAMSON COUNTY ROAD BOND SIGN	EA	2	$650.00	PLUS TAX

*** CONTRACTOR SHALL DETERMINE TIME FRAME FOR RENTAL.**
*** CONTRACTOR WILL BE RESPONSIBLE FOR DAILY MOVEMENT OF DEVICES.**

ARROW BOARDS, MESSAGE BOARDS, TMA

Item	Description	Unit	DAY	WEEK	MONTH
1	ARROW BOARD	EA	$60.00	$300.00	$900.00
2	MESSAGE BOARD	EA	$250.00	$840.00	$2,700.00
3	TMA	EA	$350.00	$1,500.00	$3,600.00

*** RATES DO NOT INCLUDE TAX OR DELIVERY.**
*** ITEMS 1-3 ARE SUBJECT TO AVAILABILITY AT THE TIME OF REQUEST.**

PAVEMENT MARKINGS

ITEM	Description	Unit	Qty.	Price	Amount
149	REFL PAV MRK TY I (W) 4" (DOT) (100 MIL)	LF	34	$0.60	$20.40
150	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	780	$1.15	$897.00
151	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	213	$2.75	$585.75
152	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	81	$5.50	$445.50
153	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	EA	8	$95.00	$760.00
154	REFL PAV MRK TY I (W) (WORD) (100 MIL)	EA	8	$115.00	$920.00
155	REFL PAV MRK TY I (Y) 24" (SLD) (100 MIL)	LF	66	$5.50	$363.00
156	RE PM W/RET REQ TY I (W) 4" (BRK) (100 MIL)	LF	2362	$0.60	$1,417.20
157	RE PM W/RET REQ TY I (W) 4" (SLD) (100 MIL)	LF	3025	$0.57	$1,724.25
158	RE PM W/RET REQ TY I (Y) 4" (BRK) (100 MIL)	LF	142	$0.60	$85.20
159	RE PM W/RET REQ TY I (Y) 4" (SLD) (100 MIL)	LF	3365	$0.57	$1,918.05
160	REFL PAV MRKR TY I-C	LF	164	$5.25	$861.00
161	REFL PAV MRKR TY II-A-A	EA	82	$5.25	$430.50
162	ELIM EXT PAV MRK & MRKS (4")	EA	1963	$0.95	$1,864.85
163	PAV SURF PREP FOR MARK (4")	LF	8928	$0.10	$892.80
164	PAV SURF PREP FOR MARK (8")	LF	780	$0.20	$156.00
165	PAV SURF PREP FOR MARK (12")	LF	213	$0.30	$63.90
166	PAV SURF PREP FOR MARK (24")	LF	147	$0.60	$88.20
167	PAV SURF PREP FOR MARK (ARROW)	LF	8	$20.00	$160.00
168	PAV SURF PREP FOR MARK (WORD)	LF	8	$25.00	$200.00
		TOTAL			**$13,853.60**

SIGNAGE

ITEM	Description	Unit	Qty.	Price	Amount
142	IN SM RD SN SUP&AM TY10BWG (1) SA (P-BM)	EA	5	$475.00	$2,375.00
143	IN SM RD SN SUP&AM TY10BWG (1) SA (T)	EA	13	$525.00	$6,825.00
147	INSTL DEL ASSM (D-SW) SZ (BR) CTB (BI)	EA	29	$14.50	$420.50
148	INSTL OM ASSM (OM-3L) (TWT) GND	EA	2	$285.00	$570.00
170	TRAFFIC SIGNS STREET END MARKER	EA	8	$125.00	$1,000.00
		TOTAL			**$11,190.50**

NOTES AND EXCLUSIONS

TRAFFIC CONTROL

* Removal, maintenance, and temporary mounting of existing signs is excluded.
* Temporary mounts for relocation of existing signs will be available for a one time rental charge of $75.00 each plus tax.
* Items associated with overhead signs, signals, barrier, or beacons is excluded.
* Daily maintenance, movement, and monitoring of the system is excluded.
* Billing for the project will be for the term that the items are on site, regardless of payment from owner.
* Rates exclude any orange construction fencing.
* Contractor will be responsible for any items lost or damaged.
* Any items not specifically noted will be additional.

PAVEMENT MARKINGS

* Prior clearing of dirt, rock, and debris is excluded.
* Contractor shall provide accurate reference points for striping layout.
* Contractor shall have areas to be striped clear of all vehicles.
* Pricing for elimination is based on 1 move in, each additional will be $1,250.00.
* Elimination pricing is based on sand blasting.
* Flasher equipmnet will not be responsible for any roadway repairs resulting from stripe removal operations.
* Contractor will be responsible for elimination if strip seal method is chosen.
* Pricing for final markings is based on one move in, each additional will be $1,250.00.
* Any items not specifically noted will be additional.

SIGNAGE

* Contractor shall have top soil to finished grade prior to scheduling installations.
* Contrator shall assist in locating any utilites that may conflict with sign installations.
* Pricing excludes coring of concrete or asphalt to set signs.
* Pricing is based on one move in, each additional will be $950.00.
* Pricing is based on standard Tx-Dot mounts.
* Any items not specifically noted will be additional.

GENERAL

* FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
*** THE CONTRACTOR SHALL PROVIDE FLASHER EQUIPMENT CO. WITH THE MOST CURRENT APPROVED AND OR REVISED PLAN SET BEFORE WORK WILL BE SCHEDULED.**
*** ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.**
* PRICES DO NOT INCLUDE TAX.
*** PRICES QUOTED ARE GOOD FOR 30 DAYS.**
* Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
*** IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.**
*** FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLEY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.**

SUBMITTED_____
DAVID McMULLEN / ESTIMATOR

ACCEPTED:_____
Name

_____
Title

_____
Date

_____
Job/PO#

EquipmentWatch

www.equipmentwatch.com

Adjustments for Chevy 1 Ton Truck 97 in CAP EX EQUIPMENT

February 22, 2019

Miscellaneous 4X2 1 234 CONV GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
4,133 lbs.



Configuration for 4X2 1 234 CONV GAS

Axle Configuration	**4X2**	Power Mode	**Gasoline**
Horsepower	**234**	Cab Type	**Conventional**
Ton Rating	**1**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$780.00	$220.00	$55.00	$8.00	$15.65	$20.08
Adjustments						
Region (Texas: 91.4%)	($67.08)	($18.92)	($4.73)	($0.69)		
Model Year (1997: 90.1%)	($70.58)	($19.91)	($4.98)	($0.72)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$642.34**	**$181.17**	**$45.29**	**$6.59**	**$15.65**	**$19.30**

Non-Active Use Rates

	Hourly
Standby Rate	$2.59
Idling Rate	$15.88

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$421.20/mo
Overhaul (ownership)	29%	$226.20/mo
CFC (ownership)	7%	$54.60/mo
Indirect (ownership)	10%	$78.00/mo
Fuel (operating) @ 2.75	78%	$12.23/hr

Revised Date: 1st Half 2019

www.equipmentwatch.com

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Commissioners Court - Regular Session **43.**

Meeting Date: 02/23/2021

Bagdad Road North BBI Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Bagdad Road North contract between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program. Project: P343. Fund Source: Road Bonds.

Background

BBI contract amendment #1 increases the compensation cap by $200,000.00 from $3,000,000.00 to $3,200,000.00. The additional money will cover a Conditional Letter of Map Revision (CLOMR) on this project that was not anticipated as well as allow for the execution of Work Authorization #3 for PS&E of the entire project as well as a future Work Authorization for construction phase services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BagdadRdNorth-BBI-ContractAmendment1

BagdadRdNorth-BBI-WA3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/18/2021 02:59 PM
Form Started By: Marie Walters		Started On: 02/18/2021 09:27 AM
Final Approval Date: 02/18/2021		

CONTRACT AMENDMENT NO. _1_
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Bagdad Road / CR 279 (Loop 332 to CR 281) North ("Project")

THIS CONTRACT AMENDMENT NO. _1_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _Binkley & Barfield, Inc._ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 7, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $3,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $3,000,000.00 to $3,200,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

David Calabuig
Printed Name

Vice President
Title

2/16/2021
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date



WORK AUTHORIZATION NO. 3
PROJECT: BAGDAD ROAD/CR 279

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley and Barfield, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$1,704,912.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **June 30, 2023**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Binkley and Barfield, Inc.	Williamson County, Texas
By:_____	By:_____
Signature	Signature
____David Calabuig_____	_____
Printed Name	Printed Name
__Vice President ___	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

2/18/2021

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR BAGDAD ROAD/CR 279

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

4. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

5. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

7. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the Engineer and the County's other consultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
BAGDAD ROAD/CR 279
Work Authorization 3

PROJECT DESCRIPTION

Project Limits
The project limits are from City Limits of Liberty Hill to CR 281 for approximately 2.7 miles.

Existing Facility
The existing road is a 2-lane roadway with asphalt pavement and with varying widths of existing ROW (40ft to 180ft).

Proposed Facility
The proposed roadway is a 3-lane undivided roadway with shoulders, center turn lane, and shared use path within the proposed ROW usual width of 150ft, from the project limits mention above.

Design Criteria
The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

The following scope of services is based on the final design phase of the interim configuration facility as depicted in the Preliminary Design Schematic and LHB intersection PSE developed under Work Authorizations 1 and 2.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**12** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC) Plan:

      - Update the WA2 project specific QA/QC plan if needed and submit to the County within thirty (30) days of notice to proceed.

- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

e. Progress/Coordination Meetings (**4** external meetings assumed):

- Attend coordination/progress meeting(s) with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and 3 Updates
- Project Files
- QA/QC Documentation with Deliverable

2. ROUTE AND DESIGN STUDIES

a. Data Collection:

- Develop and maintain adjacent property ownership information spreadsheet to be used for disseminating project information including owner's name, tenant name for leased property, mailing address, property address, property id number.
- Review the data collected and organize the information.

b. Stakeholder Coordination (**10** virtual meetings assumed):

- Schedule, coordinate logistics for and prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination.
- Coordinate with affected local agencies and County's consultants. Includes preparing/reviewing presentations and other communications materials for elected official briefings.
- Attend meeting with stakeholders.

c. **Deliverables:**

- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder Coordination Meetings.

3. TRAFFIC EVALUATIONS AND PROJECTIONS

- Not used

4. PUBLIC INVOLVEMENT

As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The Consultant will coordinate and provide support on the public involvement with the County's GEC and public involvement consultant.

a. Public Involvement Plan

- Prepare materials and provide support for meetings with Individual Property Owners, and Stakeholder meetings. One person will attend from engineering team for meetings (**10** meetings assumed).

Deliverables:

- Prepare individual property exhibits with ROW impacts for impacted property owner meetings (Assume 10).

5. RIGHT-OF-WAY (ROW) MAPPING

a. Parcel Acquisition Documents (**34** parcel documents assumed; **34** staking assumed):

- The Surveyor will generate, recover, and/or verify existing horizontal and vertical project primary control at the site, if any, and reconcile the control to known existing intersecting projects.

- The Surveyor will establish or densify additional secondary control as needed for the project to collect data along the length of the project.
- The Surveyor will, at their discretion, use 5/8“ iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control as applicable.
- The Surveyor will field verify right-of-way monumentation, files for connecting projects and other evidence to depict the existing right-of-way lines (or alignments) for the intersecting roads at the terminus points of the project.
- The Surveyor will perform sufficient research of property records from various sources to analyze and develop an exhibit of the record ROW and property configurations for the affected area. The Surveyor will perform sufficient field work to recover property corners and other boundary related evidence to aid in the analysis and reconstruction of the affected properties. Final deliverables will be a signed and sealed survey plat and accompanying metes and bounds description for each parcel.
- Upon final approval, the Surveyor will prepare a limited ROW Plan set with Parcel numbers and owner info.
- The Surveyor will perform Title Commitment review for each parcel.

- The Surveyor will monument the corners of the acquired tract of land. Assumption: The Surveyor understands that Williamson County will obtain and maintain Right of Entry from the affected landowners along the project route. This will include landowners subject to boundary line verification or data gathering on tracts adjoining the project tracts. Copies of the signed ROE letters will be supplied to the Surveyor prior to work commencing. Limitations for access will be addressed as they become known and adjustments to scope of work, fee estimates, time schedules, and other tasks will be made by supplemental proposal.

b. **Deliverables:**

- Draft Parcel Acquisition Documents (pdf), including :
  - ASCII point file, DGN files, and/or DWG files as appropriate.
  - Preliminary set and final Parcel survey plats with metes and bounds sketches.
  - Overall ROW/Property Schematic of the project limits with numbered parcels depicted.
  - Two CD-ROM containing the specified files.
  - PDF file of each Surveyor’s project field book if requested.
- Final Parcel Acquisition Documents (one original and pdf)

6. ENVIRONMENTAL SERVICES (For Limits mentioned above)

a. Constraints Mapping

- Develop a constraints map that includes environmental resources, known constraints (structures, floodplain, karst features), cultural and historic resources, hazardous material sites, aerial photography, contour information, utility information, that is based on research of public databases and sources.

b. County Environmental Due Diligence:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Williamson County Conservation Foundation (WCCF). The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project. It is assumed that all required coordination with the USFWS and WCCF will be completed by the County's Environmental Consultant. Compliance with NEPA and TxDOT Environmental approvals are not included in this scope.

c. Data Collection & Field Reconnaissance:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, Texas Commission on Environmental Quality (TCEQ) & Environmental Protection Agency (EPA) Hazardous Materials Database Information, FEMA Floodplain Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer Information.

- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review.

d. Hazardous Materials Initial Site Assessment:

- Prepare a Hazardous Materials Initial Assessment (ISA): Conduct a preliminary Hazardous Materials Assessment based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project.

e. Section 404 Clean Water Act Compliance:

- Conduct a site visit that will delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).
- Prepare a Jurisdictional Waters Delineation Report identifying: specific impacts of the project on the Waters of the U.S. (including special aquatic sites), measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.
- *If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.*

f. Historic Resources: Coordinate with applicable lead federal agency and THC to determine the Area of Potential Effects (APE) for historic-age above-ground resources. If required, perform survey of historic-age resources in the APE. Prepare a summary letter report meeting the requirements of the THC's Request for SHPO Consultation Form, including recommendations regarding eligibility for the National Register of Historic Places and evaluation of the effect of the undertaking on any historic properties.

g. Archeological Resources: Prepare a Texas Antiquities Permit Application and Associated Scope of Work based on data collection and field reconnaissance. Conduct a pedestrian survey and report of sufficient intensity to determine the nature, extent, and potential significance of any cultural resources located within the Area of Potential Effect in accordance with full report guidelines as outlined by the Texas Historical Commissions Rules of Practice and Procedures. Coordination with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.

h. **Deliverables:**

- Draft & Final Environmental Constraints Map
- Draft & Final Environmental Due Diligence Report
- Draft & Final Hazardous Materials Assessment
- Draft & Final Jurisdictional Waters Delineation Report
- Draft & Final Historic Resources Compliance Memo or Letter to the THC
- Draft & Final Archeological Resources Report or Letter to the THC

7. GEOTECHNICAL SERVICES

a. Soil Borings:

- Perform ten (10) pavement borings spaced along the entire proposed alignment to a depth of fifteen (15) feet.
- Perform eight (8) retaining wall borings at about 200 ft spacing located at the San Gabriel River drilled to a depth of up to 15 ft below the existing ground surface or at least 5 ft in the limestone rock, whichever occurs first.
- Perform seven (7) bridge borings at four bridge locations. The borings will extend to a depth of 55 ft below the existing ground surface and samples. Texas Cone Penetrometer testing will be performed at all boring locations.
- Complete one (1) intersection boring, designated as Boring B-5 from the adjacent LJA scope of work (The fee associated with completing this boring remain in LJA scope of work).
- Collect 3 bulk samples at each bridge location for scour analyses testing.
- Develop soil boring layout for approval from the County prior to mobilization.

b. Geotech Report:

- Provide a Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs (TxDOT Wincore output graphs/format), and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, analysis and recommendations for settlement and slope stability of the earthen embankments; analysis and recommendations for bridge foundations, including allowable bearing and skin friction resistance, L-pile parameters for lateral analysis of drilled shafts, and recommendations for addressing karst features if encountered; recommendations for culvert bedding; analysis and recommendations for wingwalls, headwalls, retaining wall recommendations and Global Stability Analysis (including retaining wall design calculations and recommendations for wall settlement estimations, global stability analyses, and external stability including overturning, sliding and bearing capacity);and bridges, general earthwork recommendations; Swell potential evaluations; Pavement thickness design alternatives with subgrade stabilization; PVR calculations.
- Provide Soil Core Hole Drilling required for pavement borings. Follow the procedures in the Williamson County Design Criteria Manual and contact the appropriate utility location services to have underground utilities located prior to drilling in an area.
- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing may include but not limited to moisture content, liquid limit, plastic limit, unconfined compression, Texas Cone Penetration Tests (per TEX 132-E), Texas Triaxial, resilient modulus, and free swell, sulfate testing, and particle size analysis tests, visual classification, dry density, California Bearing Ratio (CBR) tests, sulfate content tests, lime series analyses, and other tests as prescribed in the TxDOT Geotechnical Manual.

- The Engineer will incorporate soil boring data sheets prepared, signed, sealed and dated by the Geotechnical Engineer and in accordance with TxDOT's current WINCORE software.
- Perform a pavement condition assessment consisting of field inspection on existing pavement conditions and all other pertinent features that could affect the pavement design including observations of subsurface water.
- Create a Preliminary Pavement Report and Final Pavement Report based on field testing, subsequent laboratory testing, following the format noted in the Williamson County Design Criteria Manual.
- Prepare and analyze three (3) pavement design options. The options will consist of a full-depth hot mix design to be used in small areas or for temporary pavement, asphalt overlaying flexible base and lime stabilized subgrade, and asphalt overlying flexible base with cement stabilize base. Provide a temporary pavement section for traffic control design with asphalt overlaying flexible base, if needed. All pavement design analyses should be performed with TxDOT software FPS-21, unless otherwise approved by the County.

c. Assumptions – Traffic assumptions and ESAL determination will be provided by the client. We understand that a Traffic Impact Study was performed and Traffic Predictions for the proposed roadway are included in the Alliance Transportation Group, Inc. report provided by the County.

Deliverables:

- Preliminary and Final Pavement Report.
- Draft & Final Geotech Report

8. PLAN PREPARATION (PS&E) SERVICES

Prepare plans per the current Williamson County Design Criteria Manual including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at 60%, 90%, 100% and Final Design to be included with the Liberty Hill Bypass Project plans.

a. Roadway/General:

- Title Sheet
  - Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets
  - Prepare an index sheet(s) that shows each sheets location in the plan set.
- Project Layout
  - Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.
- Typical Sections

- Prepare typical section(s) for all proposed and existing roadways, cross streets with the shared use path.

- General Notes
  - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.
- Survey data
  - Prepare benchmark layout sheet(s) that clearly indicate the benchmark locations and associated control information.
- Horizontal Alignment Data
  - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheets
  - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Removal Plans
  - Prepare removal sheet(s) that clearly identify any items to be removed.
- Roadway Plan & Profiles
  - Prepare roadway plan and profile sheets that depict the proposed roadway improvements.
- Side Street/Intersection Plans
  - Prepare side street/intersection layout sheets for up to CR 281, N. Fawn Ridge Dr, Antlers Trl, Silver Creek Dr. and Highland Oaks Dr.
  - Provide contours or details of drainage patterns for street intersections including slope or elevations along gutter to avoid ponding at intersections. Where applicable, provide details of volume of flow and velocity through intersections.
- Shared Use Path Plans
  - Prepare shared use path plan and profile sheets.
  - Provide additional detail sheets when it is required for project specific conditions.
- Driveways
  - Prepare driveway profiles/culverts for each driveway along the project corridor. When possible, these driveways will be defined in a tabular format. Non-typical driveways may require special details.
  - Where applicable, provide details of volume of flow and velocity across driveway intersections.
- Miscellaneous Details
  - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.

- Retaining walls
  - Develop retaining wall plan & profile sheets up to **four** (4) locations. It is anticipated MSE walls will be used at the following locations:
    - NB from station 286+40 to South San Gabriel bridge
    - NB from South San Gabriel bridge to station 299+50
    - SB from station 288+00 to South San Gabriel bridge
    - SB from South San Gabriel bridge to station 300+00.
  - Develop retaining wall typical sections to include on plan & profile sheets.
  - No special aesthetic features are anticipated for the retaining walls
- Cross Sections
  - Develop cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.
- Standard Details
  - As appropriate, Standards that require modification will be revised and sealed by the ENGINEER. Williamson County or TxDOT Standard Details will be utilized to the extent applicable.
- Traffic Control:
- Traffic Control Plans (TCP)
  - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
  - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.
  - Prepare detailed TCP layouts for each phase.
  - Develop traffic control detail(s) for items not covered by County or TxDOT standard details.
  - Develop quantities and details for removal of existing pavement markings and proposed temporary pavement markings as needed for traffic operations during construction
  - Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
  - Consider the construction sequence and plan for temporary functioning of drainage systems.
  - Select appropriate standard details and incorporate into plan set.

b. Drainage:

- Drainage Area Maps
  - Develop existing and proposed external drainage area maps to show the overall project and drainage basin divides, if needed.
- Interior Drainage Area Maps
  - Prepare interior drainage area maps that depict drainage area boundaries and flow direction arrows for roadside ditch, culverts and storm drain inlets in accordance with Williamson County Design Criteria Manual.
  - Each area will be identified and cross-referenced to the computation sheets.
  - Provide documentation of all adverse impacts resulting from the proposed facility in proposed condition. Provide a comparison of existing vs proposed at each outfall from the project area.
  - Provide plans to mitigate adverse impacts to nearby buildings, property access points, and runoff patterns.
- Hydraulic Data Sheets
  - Develop a hydraulic data sheet including hydraulic cross sections and hydraulic calculations at all HEC-RAS culvert and bridge locations in accordance with Williamson County Design Criteria Manual.
- Culvert Layout Sheets
  - Develop culvert layout sheets including plan, profile, riprap or grading details at all the major crossing locations, up to **one** (**1**) location.
- Culvert Standards and Detail Sheets
  - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special shoring, special grading at upstream and downstream transitions, structural excavation, backfill, permanent erosion control, bank stabilization and energy dissipation.
- Drainage Computation Sheets
  - Document criteria, input and computations used to calculate run-off and hydraulics for each inlet & gutter, pipe, culvert, ditch, pond or point of interest in accordance with Williamson County Design Criteria Manual.
- Drainage Plan Sheets
  - Use County or TxDOT standards details unless otherwise approved by the County's GEC. Provide drainage design details for "non-standard" drainage structures in instances where they are not covered by County or TxDOT standard details.
  - Prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width. This information may be shown on Drainage Plan sheets.

- Identify known or potential utility conflicts on the plan sheets.

- Detention Plans
  - Coordinate with the County's GEC as needed to ensure that proposed mitigation and/or detention facilities are in an acceptable location and have acceptable maintenance access and safety features. Provide landscaping setbacks, if requested. Criteria for this determination will be based, in part, on drainage information provided by the Engineer and on the existing and proposed design for the project area.
  - If detention is required, provide routing analysis of storm hydrographs for the proposed condition. Design stormwater control structures, detention basin layouts and details and provide a detailed maintenance plan.
  - Plan sheets showing the detention layout, cross sections and grading.
  - Design Criteria & Design maximum water surface elevations.
  - Detail sheets showing structural information.
  - Geotechnical Recommendations.

c. Signing and Pavement Markings Layouts:
   - Prepare signing and pavement marking layouts.
   - Prepare pavement marking details for non-standard conditions.
   - Prepare detail sheets for small signs for non-standard signs.

d. Stormwater Pollution Prevention Plan (SW3P):
   - Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways.
   - Prepare Temporary Erosion Control Layouts.
   - Prepare Permanent Erosion Control Layouts.

e. Bridge Design:
   - Bridge design will comply with the COUNTY's Design Criteria Manual, and relevant sections of the latest edition of TxDOT's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and respective checklists, and the AASHTO LRFD Bridge Design Specifications. Bridge Engineer will analyze/ identify project-specific bridge design criteria per Wilco and TxDOT. Bridge structures are assumed to be typical TxDOT prestressed concrete girder superstructures with standardized bents and abutments with drilled shaft foundations.
   - Prior to Bridge Layout preparation, the Bridge Engineer will conduct field reconnaissance to visually inspect the project site to observe and document any existing natural or man-made features that may influence the layout and design of bridge elements, as well as the condition of nearby existing structures subject to flow and scour effects.

- Also prior to Bridge Layout preparation, the Bridge Engineer will coordinate with Roadway, Hydraulics and Geotechnical Engineers to optimize the layout of the structure and confirm adequacy of hydraulic opening and make adjustments to the schematic layout (bent layout, bridge limits, structure type, etc.) as needed.
- Prepare preliminary and final bridge layouts with typical sections for up to **three** (**3**) bridges.
  - 1] South Fork San Gabriel River Bridge (approx. 600 ft long, constant width, potentially skewed substructure, deck with integral raised sidewalk and SUP on one side)

    2] Bridge at Jinks Branch (approx. 130' ft long, constant width, skewed substructure, deck with integral raised sidewalk and SUP on one side)

    3] Bridge at Silver Creek Dr. (approx. 40' ft long, constant width, skewed substructure, deck with integral raised sidewalk and SUP on one side)
- The bridge layout will include bridge typical sections, structural dimensions, abutment and bent locations, superstructure and substructure types. The ENGINEER will locate and plot all soil borings and utilities, show proposed retaining walls in the vicinity of the bridge. No phased construction is anticipated for the San Gabriel bridge. Bridge Layout effort includes performing preliminary and final bridge geometry calculations as part of the work for generating all structural elements required for the above-mentioned bridges.
- Prepare total bridge quantities, estimates and summary sheets for bridges and perform calculations to determine elevations of bridge substructure and super structure elements.
- Provide structural plans and details required for the bridge construction plans. Use TxDOT standards and details when practical. Modify TxDOT standards as required for project specific conditions. No special aesthetic features are anticipated for the bridge structure or bridge railing; standard TxDOT details will be used.

Additionally, the ENGINEER will:

- Perform calculation for foundation design and prepare necessary foundation details
- Perform calculations for design of abutments and prepare abutment plans and details
- Perform calculations for design of interior bents and prepare bent plans and details
- Prepare girder framing plan
- Perform calculations for bridge slab design and compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
- Perform calculations for bridge superstructure design and prepare prestressed girder data sheet
- Select and prepare appropriate TxDOT and County Bridge Standards
- Modify standards as required for project specific conditions (maximum 4 sheets anticipated).

- Provide special structural details when it is required for project specific conditions (maximum 2 sheets anticipated - Assume that no bridge deck drains/details will be required).
  - The Bridge Engineer will conduct an interdisciplinary review and a constructability review to ensure that the bridge elements are coordinated with roadway, utilities, hydraulics and traffic control plans and the structure can be built simply and

without conflict
- Prepare General Notes for bridge-related items
- Prepare special provisions and special specifications related to bridge items in accordance with the above-listed manuals and guidelines
- Prepare Construction Cost Estimates @ 3 milestones for bridge-related items

f. Scour Analyses:

- Perform a scour analysis at the bridge mentioned above, before submittal of preliminary bridge layouts.
- Provide the County the potential scour depths, envelope and any recommended countermeasures including bridge design modifications and/or revetment.

g. Water Quality:

- Review existing water quality features.
- Develop a Draft and Final Contributing Zone Plan (CZP), since this project is within the Edwards Aquifer Contributing Zone. Once the CZP is approved by the County, submit documentation to Texas Commission on Environmental Quality (TCEQ).
- Prepare water quality, temporary and permanent, Best Management Practices (BMPs) to comply with TCEQ regulations.
- Prepare and submit Agent Authorization form with Draft CZP.

h. Pay Application Fee(s).

i. **Deliverables:**
- 60%, 90%, 100% & Final PS&E Submittals including applicable Williamson County Submittal Checklists.
- Preliminary (at 60%) and Final Bridge Layouts (at 90%)
- Bridge Plans and Details
- Estimated Construction Costs at 60%, 90%, 100% & Final PS&E submittals.
- Drainage Models
- Draft & Final CZP
- Drainage Models

9. BIDDING PHASE SERVICES

a. Bidding Phase Services:

- Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda up to three (3) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter.

b. **Deliverables:**
- Letter of Recommendation for Award, with Bid Tabulation.

10. DELIVERABLES:

a. Documents:

- All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County's project management database at each milestone and at the completion of the project. One hard copy of each deliverable will be provided unless additional copies are required per the submittal checklist.

11. EXCLUSIONS:

a. The following items are not included in this work authorization:

- DRAINAGE STUDY
- SCHEMATIC DEVELOPMENT.
- CLOMR OR LOMR.
- TXDOT NEPA DOCUMENTATION.
- NATIONWIDE PERMIT (NWP 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN).
- THREATENED AND ENDANGERED SPECIES ENVIRONMENTAL SERVICES
- GEOLOGICAL ASSESMENT SERVICES
- CONSTRUCTION PHASE SERVICES.
- UTILITY COORDINATION OR RELOCATION ESTIMATES.
- SUBJECT MATTER EXPERT / EXPERT WITNESS TESTIMONY

ATTACHMENT C
SCHEDULE FOR
BAGDAD ROAD/CR 279

Task	Description	Begin Date	End Date
	NTP	3/01/2021	
1.	Project Management	3/01/2021	6/30/2023
2.	Route Design and Studies	3/16/2021	11/12/2021
4.	Public Involvement	3/16/2021	12/07/2021
5.	ROW Mapping	3/16/2021	9/15/2021
6.	Environmental Services	3/16/2021	8/16/2021
7.	Geotechnical Services	3/16/2021	6/15/2021
8.	PS&E Services	3/29/2021	11/23/2021
	60% Submittal		6/11/2021
	90% Submittal		10/22/2021
	100% Submittal		12/07/2021
9.	Bidding Services	5/23/2023*	6/23/2023

*ROW acquisition and utility relocations to be done by County

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: Bagdad Rd from Lp 332 to CR 281
Work Authorization #3- Bagdad Rd PS&E
2/17/2021

Bagdad Rd from Lp 332 to CR 281 TASK NO./DESCRIPTION	GRAND TOTAL	BBI	Cox McLain Envl. Cons.	Inland Geodetics, LLC	P.E. Structural Consultants, Inc.	Raba Kistner Counsultants, Inc.	TASK TOTAL
I. Project Management							
SUBTOTAL		$198,566	$ 1,485.00		$26,110		$226,161
II. Route Design and Studies							
SUBTOTAL		$11,446					$11,446
IV. Public Involvement							
SUBTOTAL		$2,620	$ -				$2,620
V. ROW Mapping							
SUBTOTAL		$6,654		$ 200,004			$206,658
VI. Environmental Services							
SUBTOTAL		$4,400	$ 37,760.00				$42,160
VII. Geotechnical Services							
SUBTOTAL		$5,674				$79,198	$84,872
VIII. PS&E Services							
SUBTOTAL		$979,617			$119,870		$1,099,487
IX. Bidding Services							
SUBTOTAL		$23,186			$0		$23,186
TOTAL LABOR FOR DESIGN SERVICES	**$ 1,696,590**	$ 1,232,163	$ 39,245	$ 200,004	$ 145,980	$ 79,198	**$ 1,696,590**
PROJECT EXPENSE ESTIMATE	**$ 8,322**	$ 1,093	$ 5,608	$ 1,355	$ 267		**$ 8,322**
TOTAL PROJECT COST	**$ 1,704,912**	$ 1,233,255	$ 44,853	$ 201,359	$ 146,247	$ 79,198	**$ 1,704,912**

Attachment D - WA #3
RATE SCHEDULE

PRIME PROVIDER NAME: Binkley & Barfield, Inc.
PROJECT NAME: Bagdad Rd from Lp 332 to CR 281
Work Authorization #3- Bagdad Rd PS&E
2/17/2021

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
I. Project Management													
Monthly Invoicing and Progress Reports (Est. 12 months)		24								36	60		
Quality Assurance and Quality Control (QA/QC) Plan update	1	4		8						2	15		
Quality Assurance and Quality Control for all deliverables			320								320		
Project Coordination & Administration, internal progress meetings (48), Including Sub-Consultant Coordination (Est. 12 months)	24	144	48	96			96				408		
Progress/Coordination Meetings including agendas and minutes (4 external meetings assumed)	6	24		32							62		
Project Schedule and Updates (3 updates)		7		14							21		
HOURS SUB-TOTALS	31	203	368	150	0	0	96	0	0	38	886		
CONTRACT RATE PER HOUR	$289.00	$275.00	$225.00	$181.00	$146.00	$131.00	$215.00	$160.00	$128.00	$84.00			
TOTAL LABOR COSTS	$8,959.00	$55,825.00	$82,800.00	$27,150.00	$0.00	$0.00	$20,640.00	$0.00	$0.00	$3,192.00	$198,566.00		
% DISTRIBUTION OF STAFFING	3.50%	22.91%	41.53%	16.93%	0.00%	0.00%	10.84%	0.00%	0.00%	4.29%			
SUBTOTAL											**$198,566.00**		

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
II. Route Design and Studies													
Property Ownership spreadsheet updates		4				16					20		
Stakeholder Coordination and meetings (10 virtual meetings assumed)		30									30		
HOURS SUB-TOTALS	0	34	0	0	0	16	0	0	0	0	50		
CONTRACT RATE PER HOUR	$289.00	$275.00	$225.00	$181.00	$146.00	$131.00	$215.00	$160.00	$128.00	$84.00			
TOTAL LABOR COSTS	$0.00	$9,350.00	$0.00	$0.00	$0.00	$2,096.00	$0.00	$0.00	$0.00	$0.00	$11,446.00		
% DISTRIBUTION OF STAFFING	0.00%	68.00%	0.00%	0.00%	0.00%	32.00%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL											**$11,446.00**		

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
IV. Public Involvement													
Prepare exhibits with ROW impacts for impacted property owner meetings (10 assumed)						20					20		
HOURS SUB-TOTALS	0	0	0	0	0	20	0	0	0	0	20		
CONTRACT RATE PER HOUR	$289.00	$275.00	$225.00	$181.00	$146.00	$131.00	$215.00	$160.00	$128.00	$84.00			
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$2,620.00	$0.00	$0.00	$0.00	$0.00	$2,620.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL											**$2,620.00**		

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
V. ROW Mapping													
ALSO SEE INLAND FEE ESTIMATE													
Review parcel acquisition documents (34 parcels)		8				34					42		
HOURS SUB-TOTALS	0	8	0	0	0	34	0	0	0	0	42		
CONTRACT RATE PER HOUR	$289.00	$275.00	$225.00	$181.00	$146.00	$131.00	$215.00	$160.00	$128.00	$84.00			
TOTAL LABOR COSTS	$0.00	$2,200.00	$0.00	$0.00	$0.00	$4,454.00	$0.00	$0.00	$0.00	$0.00	$6,654.00		
% DISTRIBUTION OF STAFFING	0.00%	19.05%	0.00%	0.00%	0.00%	80.95%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL											**$6,654.00**		

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
VI. Environmental Services													
ALSO SEE COX FEE ESTIMATE													
Review of env documents		16									16		
HOURS SUB-TOTALS	0	16	0	0	0	0	0	0	0	0	16		
CONTRACT RATE PER HOUR	$289.00	$275.00	$225.00	$181.00	$146.00	$131.00	$215.00	$160.00	$128.00	$84.00			
TOTAL LABOR COSTS	$0.00	$4,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,400.00		
% DISTRIBUTION OF STAFFING	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL											**$4,400.00**		

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
VII. Geotechnical Services													
ALSO SEE RABA FEE ESTIMATE													
Review of pavement and geotech reports	2	8		16							26		
HOURS SUB-TOTALS	2	8	0	16	0	0	0	0	0	0	26		
CONTRACT RATE PER HOUR	$289.00	$275.00	$225.00	$181.00	$146.00	$131.00	$215.00	$160.00	$128.00	$84.00			
TOTAL LABOR COSTS	$578.00	$2,200.00	$0.00	$2,896.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,674.00		
% DISTRIBUTION OF STAFFING	7.69%	30.77%	0.00%	61.54%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
SUBTOTAL											**$5,674.00**		

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
VIII. PS&E Services													
TITLE SHEET / INDEX SHEET			1			5		5			11	1	11
PROJECT LAYOUT		1	2	3		8		6			20	6	3
PROPOSED TYPICAL SECTIONS	3	6	12	30		32		16			99	3	33
GENERAL NOTES		4	8	6		16		4			38	20	2
HORIZONTAL AND VERTICAL ALIGNMENT DATA SHEET						16		8			24	3	8
QUANTITIES		8	16	32		80		80			216	4	54
SUMMARY SHEETS				8		80		64			152	4	38
REMOVAL PLANS (SCALE 1"=100' DOUBLE BANK)	4	8	12	24		64		48			160	6	27
PLAN AND PROFILE (SCALE: H 1"= 100') including SUP.	4	32	60	94		440		120			750	24	31
INTERSECTION GRADING (SCALE: V 1"=20') (5)	3	12	12	30		96		72			225	5	45
DRIVEWAY PLAN AND PROFILES (35)		10	20	70		208		20			328	35	9
MSE wall P&P (4 walls)		8	24	48				48			128	4	32
MSE wall details and standards (4 walls)		8	10	16	24	24		40			122	5	24
MSE Wall Design Data Sheet		2	8	16							26	2	13
MISCELLANEOUS ROADWAY DETAILS		4	12	32		80		32			160	4	40
CROSS SECTIONS AND EARTHWORK		16	20	36		180		180			432	80	5
TCP, DETOURS AND SEQUENCE OF CONSTRUCTION (3 PHASES)	6	16	32	40		160		96			350	30	12
TCP DETAILS, TYPICAL SECTIONS	4	8	12	16		48		64			152	12	13
ADVANCE SIGNING LAYOUTS	1	2		8		16		12			39	2	20
EXISTING DRAINAGE AREA MAPS	1	2	2	4		12					21	12	2
PROPOSED DRAINAGE AREA MAPS	1	2	2	8		20					33	12	3
(1) CULVERT PLAN & PROFILE	1	2	4	16		16					39	2	20
CULVERT STANDARDS AND DETAIL SHEETS		1	2	4		6					13	4	3
DRAINAGE PLAN AND PROFILE SHEETS	4	4	16	40		192					256	6	43
DRAINAGE CALCULATION SHEETS	4	6	24	80		80					194	4	49
DETENTION PLANS (3 ponds)	6	9	24	30		96					165	3	55
GRADING FOR DITCH/POND (3 ponds)	3	6	9	18		48					84	3	28
POND DETAILS (3 ponds)		3	9	12		24					48	3	16

DRAFT CZP	1	4	2	12		20					39		
ADDRESS CZP COMMENTS		2		4		12					18		
PREPARE CZP AGENDA AUTHORIZATION FORM		1		2		2					5		
FINAL CZP	1	4		4		8					17		
SIGNING AND PAVEMENT MARKING LAYOUTS (SCALE 1"=100' DOUBLE BANK)		8	8	54		72		72			214	6	36
SIGNING SUMMARIES (SMALL)		4	8	18		54		18			102	3	34
EROSION CONTROL AND SWPPP PLANS (SCALE 1"=100' DOUBLE BANK)		8	14	36		108		36			202	6	34
CONSTRUCTION TIME DETERMINATION SCHEDULE UPDATES (3)		3		12		24					39		
COST ESTIMATES (3)		16	32	48		40		20			156		
SPECS AND FRONT END DOCUMENTS		16	24								40		
f. BRIDGE DESIGN													
a. Bridge at Jinks Branch (130 ft)													
BRIDGE LAYOUT			3	10	10	16		16			55	1	55
SUMMARY OF BRIDGE QUANTITIES/BEARING SEAT ELEVATIONS			2	4	4	6		8			24	1	24
SOIL BORING SHEETS			1	1	2	2		3			9	1	9
ABUTMENT 1 and 2 DETAILS			5	24	24	36		32			121	2	61
SLAB PLAN			2	8	8	10		16			44	1	44
NONSTANDARD BRIDGE BEAM DESIGN			3	5	6	10		10			34	4	9
a. Bridge at Silver Creek Dr. (44 ft)													
BRIDGE LAYOUT			2	8	10	16		16			52	1	52
SUMMARY OF BRIDGE QUANTITIES/BEARING SEAT ELEVATIONS			2	2	4	8		8			24	1	24
SOIL BORING SHEETS			1	1	1	2		4			9	1	9
ABUTMENT 1 and 2 DETAILS			4	20	24	36		32			116	2	58
SLAB PLAN			1	6	8	10		16			41	1	41
NONSTANDARD BRIDGE BEAM DESIGN			2	4	6	10		10			32	4	8
MISCELLANEOUS DETAILS			1	4	6	6		10			27	4	7
TXDOT STANDARDS			2	2	2	4		3			13	15	1
SUBMITTAL PREPARATION			3	4	5	6		6			24		
SUBMITTALS													
60% PLANS		6		12		16		16		8	58		
60% COUNTY MEETING AND COMMENT RESPONSE	1	4	4	12						2	23		
90% PLANS		6		12		16		16		8	58		
90% COUNTY MEETING AND COMMENT RESPONSE	1	4	4	12						2	23		
100% PLANS		6		12		16		16		8	58		
100% COUNTY MEETING AND COMMENT RESPONSE	1	4	4	12						2	23		
BID READY DOCUMENTS	1	6		12		16		16		8	59		
HOURS SUB-TOTALS	51	282	487	1098	144	2629	0	1315	0	38	6044		
CONTRACT RATE PER HOUR	$289.00	$275.00	$225.00	$181.00	$146.00	$131.00	$215.00	$160.00	$128.00	$84.00			
TOTAL LABOR COSTS	$14,739.00	$77,550.00	$109,575.00	$198,738.00	$21,024.00	$344,399.00	$0.00	$210,400.00	$0.00	$3,192.00	$979,617.00		
% DISTRIBUTION OF STAFFING	0.84%	4.67%	8.06%	18.17%	2.38%	43.50%	0.00%	21.76%	0.00%	0.63%			
SUBTOTAL											**$979,617.00**		

TASK DESCRIPTION	PRINCIPAL	Sr. PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT II	PRODUCTION MANAGER	Sr. CADD Designer	CADD Designer	CLERICAL/ Administrator	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
IX. Bidding Services													
Prepare bid documents		2		8							10		
Pre-bid meeting		3		3							6		
Respond to bidder's questions (up to 10)		2.5		10							12.5		
Prepare project addenda (up to 3)		12		24				48			84		
Analyze bid items and provide recommendation		2		8							10		
HOURS SUB-TOTALS	0	21.5	0	53	0	0	0	48	0	0	122.5		
CONTRACT RATE PER HOUR	$289.00	$275.00	$225.00	$181.00	$146.00	$131.00	$215.00	$160.00	$128.00	$84.00			
TOTAL LABOR COSTS	$0.00	$5,912.50	$0.00	$9,593.00	$0.00	$0.00	$0.00	$7,680.00	$0.00	$0.00	$23,185.50		
% DISTRIBUTION OF STAFFING	0.00%	17.55%	0.00%	43.27%	0.00%	0.00%	0.00%	39.18%	0.00%	0.00%			
SUBTOTAL											**$23,185.50**		

LABOR SUMMARIES BY TASK										TOTAL MH BY TASK	TOTAL COST BY TASK
I. Project Management										886	$198,566.00
II. Route Design and Studies										50	$11,446.00
III. Traffic Evaluation and Projections										0	$0.00
IV. Public Involvement										20	$2,620.00
V. ROW Mapping										42	$6,654.00
VI. Environmental Services										16	$4,400.00
VII. Geotechnical Services										26	$5,674.00
VIII. PS&E Services										6,044	$979,617.00
IX. Bidding Services										123	$23,185.50
SUBTOTAL LABOR EXPENSES										7206.5	$1,232,162.50
OTHER DIRECT EXPENSES	**# OF UNITS**	**COST/UNIT**									
Mileage (# of miles) (current IRS rate)	500	$0.560									$280.00
Photocopies B/W (11 X 17)	500	$0.25									$125.00
Color Roll plot	200	$2.50									$500.00
Photocopies Color (8.5 X 11)	50	$0.75									$37.50
Photocopies Color (11 X 17)	100	$1.25									$125.00
Tolls	20	$1.25									$25.00
											$0.00
SUBTOTAL DIRECT EXPENSES											$1,092.50

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$1,232,162.50
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$1,092.50
GRAND TOTAL	$1,233,255.00

SUBPROVIDER NAME: Cox McLain Envl. Cons.
PROJECT NAME: Bagdad Rd from Lp 332 to CR 281
Work Authorization #3- Bagdad Rd PS&E
2/17/2021

Personnel Classification	Admin/Clerical	Principal-In-Charge	Project Manager	Senior GIS Operator	GIS Operator	GIS Technician	Senior Geologist	Senior Environmental Planner	Environmental Planner IV	Environmental Planner III	Environmental Planner I/II	Environmental Scientist IV	Environmental Scientist III	Environmental Scientist I/II	Senior Biologist	Biologist IV	Biologist III	Senior Archeologist - Principal Investigator	Archeologist IV	Archeologist III	Archeologist I/II	Senior Architectural Historian	Architectural Historian	Environmental Inspector
Hourly Rate	$ 65.00	$ 165.00	$ 150.00	$ 95.00	$ 85.00	$ 75.00	$ 110.00	$ 130.00	$ 110.00	$ 95.00	$ 85.00	$ 95.00	$ 85.00	$ 75.00	$ 110.00	$ 95.00	$ 85.00	$ 110.00	$ 95.00	$ 85.00	$ 75.00	$ 115.00	$ 90.00	$ 85.00
1. Project Management																								
a. Communication																								
b. Monthly Project Report																								
- invoicing (9 months assumed)	9		6																					
4. Public Involvement																								
-Develop Exhibits, Fact Sheets, and FAQ Sheets - support to RifeLine as needed																								
- Attend PI Meetings upon Request (up to 2 meetings)																								
6. Environmental Services																								
a. Constraints Mapping	1		2	1	12	2				1		2	2			1			1				1	
b.Wilco Environmental Due Diligence Report		2	2	1	8			1			1	8	8			1			1				1	
c. Data Collection & Field Recon.			2		4						6	8				6			6					
d. HazMat Initial Assessment	1		1		10	2	10						18	12										
e. Section 404 Compliance			1	1	12	2									18	32								
f. Historic Resources																								
-letter to THC			1	2	2																	4	8	
-fieldwork and prep				3																		14	14	
-letter report - draft			2	4	2																	10	30	
-letter report - final				2																		4	8	
g. Archeological Report & Survey			1		8													4	28	28	8			
Total Hours	11	2	18	14	58	6	10	1	0	1	7	18	28	12	18	40	0	4	36	28	8	32	62	0
Cost Total	$ 715.00	$ 330.00	$ 2,700.00	$ 1,330.00	$ 4,930.00	$ 450.00	$ 1,100.00	$ 130.00	$ -	$ 95.00	$ 595.00	$ 1,710.00	$ 2,380.00	$ 900.00	$ 1,980.00	$ 3,800.00	$ -	$ 440.00	$ 3,420.00	$ 2,380.00	$ 600.00	$ 3,680.00	$ 5,580.00	$ -

Total Labor $ 39,245.00

Total Labor and DE $ 44,853.00

Direct Expenses

Description	Unit	Unit Cost		
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16		$0.00
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75		$0.00
In-house Photocopies B/W (11" X 17")	Per Page	$0.32		$0.00
In-house Photocopies Color (11" X 17")	Per Page	$1.50		$0.00
Hazardous Materials Database Search	Per Search	$800.00	1.00	$800.00
Environmental Database Search	Per Mile	$250.00		$0.00
Backhoe + operator (at cost)	Per Day	$1,500.00	2.00	$3,000.00
Mileage (Allowable IRS Rate)	Per mile	$0.56	300.00	$168.00
Hotel (taxes/fees not included)	Per night	$94.00		$0.00
Hotel taxes/fees -- 15%	Per night	$14.10		$0.00
Per Diem	Per day	$56.00	8.00	$448.00
Field Supplies/PPE	Per day	$250.00		$0.00
TARL curation fee	Per drawer	$500.00	2.00	$1,000.00
TARL site registration	Per site	$96.00	2.00	$192.00
Airfare (standard coach rate at cost)	R/T	$550.00		$0.00

Total Direct Expenses **5608.00**

SUBPROVIDER NAME: Inlands Geodetics, LLC
PROJECT NAME: Bagdad Rd from Lp 332 to CR 281
Work Authorization #3- Bagdad Rd PS&E
2/17/2021

SERVICE	2 CREW	3 CREW	4 CREW	1GPS	PM	RPLS	SEN TECH	TECH	LSLS	ADMIN	DIRECT	GPS REC.($15/Unit/Hour)		VEHICLES($60/Unit/Day)		ATV's ($55/Unit/Day)		INDIRECT	TOTAL
RATE / HOUR	$150	$170	$190	$120	$140	$135	$102	$98	$150	$58		# of Units	# of Hours	# of Units	# of Days	# of Units	# of Days		
ADMIN MOBILIZATION					16 HRS	12 HRS	8 HRS			24 HRS	$ 6,068.00							$ -	$ 6,068.00
											$ -							$ -	$ -
PROPERTY RESEARCH					8 HRS	16 HRS	72 HRS			4 HRS	$ 10,856.00							$ -	$ 10,856.00
											$ -							$ -	$ -
ROE COORDINATION					8 HRS		16 HRS			4 HRS	$ 2,984.00							$ -	$ 2,984.00
INITIAL FIELD SURVEY	224 HRS			64 HRS		24 HRS	40 HRS			24 HRS	$ 49,992.00							$ -	$ 49,992.00
BOUNDARY ANALYSIS						24 HRS	32 HRS			2 HRS	$ 6,620.00							$ -	$ 6,620.00
SECONDARY FIELD SURVEY	32 HRS			24 HRS		4 HRS	16 HRS				$ 9,852.00							$ -	$ 9,852.00
PARCEL PREPARATION (34 P)					12 HRS	40 HRS	680 HRS				$ 76,440.00							$ -	$ 76,440.00
											$ -							$ -	$ -
TITLE REVIEW					8 HRS	64 HRS	64 HRS			4 HRS	$ 16,520.00							$ -	$ 16,520.00
PARCEL MONUMENTATION	72 HRS			40 HRS		16 HRS	24 HRS			8 HRS	$ 20,672.00							$ -	$ 20,672.00
											$ -							$ -	$ -
	328 HRS	0 HRS	0 HRS	128 HRS	52 HRS	200 HRS	952 HRS	0 HRS	0 HRS	70 HRS	$ 200,004.00		0 HRS		0 DAYS		0 DAYS	$ -	$ 200,004.00
SUB-TOTAL	328 HRS	0 HRS	0 HRS	128 HRS	52 HRS	200 HRS	952 HRS	0 HRS	0 HRS	70 HRS	$ 200,004.00	TOTAL	0 HRS	TOTAL	0 DAYS	TOTAL	0 DAYS	$ -	$ 200,004.00
REIMBURSEABLE ITEMS																			$ 1,355.00
REIMBURSEABLE SERVICES																			$ -
ESTIMATED FEE	$49,200	$0	$0	$15,360	$7,280	$27,000	$97,104	$0	$0	$4,060			$0		$0		$0		$ 201,359.00

$201,359

Cost Variables:

GPS Receivers	$15
Vehicle	$60
ATV	$55

Reimburseable Services Include:

	$0.00
	$0.00
	$0.00
Total:	$0.00

Reimburseable Fees Include:

mileage	$1,035.00
SUPPLIES	$320.00
	$0.00
Total:	$1,355.00

SUBPROVIDER NAME: P.E. Structural Consultants, Inc.
PROJECT NAME: Bagdad Rd from Lp 332 to CR 281
Work Authorization #3- Bagdad Rd PS&E
2/17/2021

TASK DESCRIPTION	Principal Engineer	Sr. Project Manager VP	Senior Structural Engineer	Senior Struct'l QAQC Manager	Structural Engineer Project Manager	Structural Project Engineer	Structural Design Engineer	EIT II	CADD Production Manager	Senior CADD Technician	CADD Technician	Admin/Clerical	TOTAL LABOR HRS. & COSTS	No. Shts	hrs/sht
Williamson County Bagdad Road/CR 279 0 **Subprovider: P.E. Structural Consultants, Inc. (PESC)**															
1. Management and Coordination															
b. Monthly Progress Reports and Invoices	2	10										10	22		
c. QA/QC Process and Documentation		6	12	24	24	6		6	6	3			87	3	29.00
d. Project Coordination and Administration	2	10							5			5	22		
e. Progress/Coordination Meetings		10							4				14		
SubTotal Management/Coordination - Hours	**4**	**36**	**12**	**24**	**24**	**6**	**0**	**6**	**15**	**3**	**0**	**15**	**145**		
SubTotal Management/Coordination - Cost	**$1,060.00**	**$7,920.00**	**$2,520.00**	**$4,800.00**	**$4,368.00**	**$900.00**	**$0.00**	**$672.00**	**$2,400.00**	**$345.00**	**$0.00**	**$1,125.00**	**$26,110.00**		17.9%
8. Plan Preparation (PS&E) Services															
f. Bridge Design - S. Fork San Gabriel River (~600', 6 spans, skew, constant width)															
Design Criteria		4	2										6		
Field Reconnaissance		1	6			0		6				2	15		
Review Data (Prelim Schem, H&H, Survey, etc.) & optimize structure		8	0			16				4			28		
Bridge Layout	2	8	8			24		36	8	8	24		118	2	59.00
Bridge Quantities & Bearing Seat Elevations		2	2			8		16	2		8		38	1	38.00
Abutment Plans and Details	1	6	6			9		18	6	12	18		76	3	25.33
Interior Bent Plans and Details	1	4	8			8		24	8	16	24		93	4	23.25
Foundation Design and Details	1	4	4			6		8	4	4			31	1	31.00
Bridge Framing Plan		4	8			12		16	4		12		56	2	28.00
Slab Plan, Transverse Section & Details		8	12			16		32	8	8	32		116	4	29.00
Prestressed Concrete Girder Design and Data Sheets		4	4			8		12	2	4	4		38	1	38.00
Identify/prepare appropriate Bridge Standards		4				4			4		8		20	10	2.00
Modify standards as req'd (4 sheets max)		8	4			8		8	8		8		44	4	11.00
Prepare special structural details where req'd (2 shts max)	2	4	8			12			8	12	12		58	2	29.00
Constructability & Interdiscipline Review	2	8	4	8		4							26		
General Notes, Specifications		4	2			2							8		
Prepare 60%, 100% and Final Bridge Cost Estimates		3	3			6		18					30		
Prepare 60%, 100% and Final PS&E Submittals incl Wilco Checklist	3	3	3	3		3		6					21		
Prep Final Calculation Packages & CADD files	0	2	2	2		4			1				11		
SubTotal Management/Coordination - Hours	**12**	**89**	**86**	**13**	**0**	**150**	**0**	**200**	**63**	**68**	**150**	**2**	**833**		
SubTotal Management/Coordination - Cost	**$3,180.00**	**$19,580.00**	**$18,060.00**	**$2,600.00**	**$0.00**	**$22,500.00**	**$0.00**	**$22,400.00**	**$10,080.00**	**$7,820.00**	**$13,500.00**	**$150.00**	**$119,870.00**	34	82.1%
9. Bidding Phase Services															
Assist Prime with assembling bid docs													0		
Attend pre-bid meeting													0		
Analyze bid items for bridge and provide recommendation													0		
Attend Pre-construction Conference													0		
SubTotal Management/Coordination - Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
SubTotal Management/Coordination - Cost	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		
HOURS SUB-TOTALS	16	125	98	37	24	156	0	206	78	71	150	17	978		28.76
CONTRACT RATE PER HOUR	**$265.00**	**$220.00**	**$210.00**	**$200.00**	**$182.00**	**$150.00**	**$125.00**	**$112.00**	**$160.00**	**$115.00**	**$90.00**	**$75.00**	**$1,904.00**		
TOTAL LABOR COSTS	$ 4,240.00	$ 27,500.00	$ 20,580.00	$ 7,400.00	$ 4,368.00	$ 23,400.00	$ -	$ 23,072.00	$ 12,480.00	$ 8,165.00	$ 13,500.00	$ 1,275.00	$145,980.00		1.3%
SUBTOTAL	$ 4,240.00	$ 27,500.00	$ 20,580.00	$ 7,400.00	$ 4,368.00	$ 23,400.00	$ -	$ 23,072.00	$ 12,480.00	$ 8,165.00	$ 13,500.00	$ 1,275.00	**$145,980.00**		

SUMMARY	
TOTAL COSTS PESC LABOR	$145,980.00
TOTAL COSTS PESC ODE'S	$ 266.50
GRAND TOTAL	**$146,246.50**

OTHER DIRECT EXPENSES	**UNIT**	**RATE**	**Quantity**	**Total**	
MILEAGE	MI	0.560	150	$ 84.00	1 RT from PESC to site plus ~2 mtgs @ 25 mi ea way
Photocopies B/W (8 1/2" X 11") (per page)	PAGE	$0.15	150	$ 22.50	Reproduction from internal use only - assumes Prime provides submittal copies
Photocopies Color (8 1/2" X 11") (per page)	PAGE	$1.00	50	$ 50.00	
Photocopies B/W (11" X 17") (per page)	PAGE	$0.25	120	$ 30.00	
Photocopies Color (11" X 17") (per page)	PAGE	$2.00	40	$ 80.00	
TOTAL OTHER DIRECT EXPENSES				**$ 266.50**	

SUBPROVIDER NAME: Raba Kistner Counsultants, Inc.
PROJECT NAME: Bagdad Rd from Lp 332 to CR 281
Work Authorization #3- Bagdad Rd PS&E

ESTIMATE WORKSHEET FOR: Bagdad Rd Ultimate Concept (Preliminary Design Schematic)

Notes:
Liberty Hill Bypass Intersection at Bagdad
Bagdad Rd from Loop 33 to CR 281 - 3.06 Miles

Geologic Formation: Glen Rose Formation
Geologic Formation Continued:

Prepared by: GO **Date:** 2/3/2021
PROPOSAL NO: PAA20-143-00

CLIENT:
David Calabuig, SRI., MBA, PE
Managing Director - Transportation
2401 Double Creek Drive, Suite 200
Round Rock, Texas 786654
512 292 0006
dcalabuig@binkleybarfield.com

Type	Number	Depth	Soil	Rock	Soil	Rock
Pavements	10	15	15	0	**150**	**0**
Note: Boring at Intesection is already scope for the LJA Contract (Broing B-5)	1	15	0	0	**0**	**0**
Bridge	7	50	50		**350**	**0**
Retaining Wall	8	15	15		**120**	**0**
					0	**0**
Totals	26	95			**620**	**0**

FIELD OPERATIONS		**QUANTITY**		**UNIT PRICE**	**TOTAL**	
Mobilization of Drill Rig (Min Charge)		1	l.s.	$495.00	$495.00	
Mobilization of Drill Rig		0	miles	$6.50	$0.00	
3" Thin-Wall Sampling in Cohesive Soils or Intermittent Sampling in Granular Soils		620	l.f.	$19.50	$12,090.00	
Hollow Stem Drilling		0	l.f.	$28.00	$0.00	
Nx Core Drilling - (Soft Rock)		0	l.f.	$35.00	$0.00	
Nx Core Drilling - (Hard Rock)		0	l.f.	$42.00	$0.00	
Field Penetrations SPT		25	ea.	$20.00	$500.00	
Field Penetrations THD		70	ea.	$25.00	$1,750.00	
Bentonite Backfill		440	FT	$3.50	$1,540.00	
Driller Standby		2	hrs.	$195.00	$390.00	
Driller Cleanup		1	hrs.	$222.81	$222.81	
Driller Per Diem (Including Per Diem)		0	m/day	$189.38	$0.00	**Percent of**
				Drilling Subtotal:	***$16,987.81***	**21.4%**
OTHER DIRECT EXPENSES						
Traffic Control		7	day	$3,000.00	$21,000.00	
				Other Direct Expenses Subtotal:	***$21,000.00***	***26.5%***

STAKING/LOGGING/COORDINATION	**Notes**					
Geotechnical Logger (coordination)		6.0	hrs.	$110.00	$660.00	
Geotechnical Logger (staking)		8.0	hrs.	$110.00	$880.00	
Geotechnical Logger (logging)		112.0	hrs.	$110.00	$12,320.00	
Senior Geotechnical Engineering Technician		0.0	hrs.	$80.00	$0.00	
Logger Truck (Mileage)		490	mile	$0.85	$416.50	***Percent of***
				Logging Subtotal:	***$14,276.50***	***18%***
LABORATORY TESTS						
Atterberg Limits		35	ea.	$105.00	$3,675.00	
Moisture Content (at 5 ft intervals)		170	ea.	$15.00	$2,550.00	
Minus 200-mesh Sieve		25	ea.	$58.00	$1,450.00	
Unconfined Compression (Soil)		0	ea.	$32.00	$0.00	
Unconfined Compression (Rock)		0	ea.	$38.00	$0.00	
Hydrometer		0	ea.	$355.00	$0.00	
Sieve Analysis	Scour Analysis	3	ea.	$85.00	$255.00	
Sulfate Testing		8	ea.	$98.00	$784.00	
Corrosivity Test (Chloride, pH, Resistivity)		1	ea.	$175.00	$175.00	
Moisture-Density Test Only		3	ea.	$295.00	$885.00	
CBR(M-D with 1 Specimen)		2	ea.	$185.00	$370.00	***Percent of***
Resilient Modulus		1	ea.	$1,800.00	$1,800.00	***Total***
Lime Series Curve		3	ea.	$285.00	$855.00	***Total***
				Testing Subtotal:	***$12,799.00***	**16.2%**

ENGINEERING AND REPORT	**QUANTITY**		**UNIT PRICE**	**TOTAL**	
Principal	0	hrs.	$220.00	$0.00	
Senior Geotechnical Engineer	5.0	hrs.	$195.00	$975.00	
Project Manager	16.0	hrs.	$185.00	$2,960.00	
Geotechnical Engineer	24.0	hrs.	$165.00	$3,960.00	
Graduate Engineer (ZB)	38.0	hrs.	$135.00	$5,130.00	
CADD Technician	3.0	hrs.	$95.00	$285.00	***Percent of***
Secretary/Word Processor	7.0	hrs.	$60.00	$420.00	***Total***
			Engineering Subtotal:	**$14,135.00**	**17.8%**
			TOTAL:	***$79,198.31***	

Commissioners Court - Regular Session **44.**

Meeting Date: 02/23/2021

Northgate Phase 2 Roadway MOU - River Oaks

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Memorandum of Understanding with River Oaks Land Partners II, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/19/2021 11:20 AM

Form Started By: Charlie Crossfield Started On: 02/19/2021 11:16 AM

Final Approval Date: 02/19/2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Memorandum") is executed by and between **RIVER OAKS LAND PARTNERS II, LLC**("Developer") and WILLIAMSON COUNTY (the "County"). Developer and County being herein referred to individually as ("Party") or collectively as (the "Parties").

RECITALS

WHEREAS, Developer has acquired 706.72 acres of real property located in Williamson County, Texas, located near the intersection CR 214 and San Gabriel Ranch Road and described by metes and bounds on Exhibit A (the "Development Land"); and

WHEREAS, the County acknowledges that the development of the Development Land will serve the public purpose of maximizing economic benefits and revenues to the County and the economic impact of the Development Land; and

WHEREAS, the Developer is in the process of submitting a preliminary plat to the County for a portion of the Development Land and the Parties desire to reach an understanding regarding the preliminary plat as well as the remaining Development Land; and

WHEREAS, the County and Developer acknowledge that the terms and conditions listed herein are not legally binding against either Party, but merely serve as a memorandum of the current understanding of the Parties and provide the basis for the County and Developer to negotiate a Development Agreement acceptable to both Parties.

NOW THEREFORE, Parties the County and Developer agree to work cooperatively and in good faith to draft and approve future agreements as generally described herein:

1. Development Agreement. Developer and County intend to enter into a Development Agreement (along with documents ancillary thereto, the "Development Agreement") with the County pertaining the Development Land. The Development Agreement shall be in a form mutually acceptable to both the County and Developer and shall contain provisions as detailed therein regarding the dedication of future right-of-way and abandonment of existing right-of-way within the Development Land, defining the limits of CR 214 paving construction for both parties.

2. Abandonment of Right-of-way. Conditioned upon Developer complying with the final terms and conditions of the Development Agreement, the County will follow the required legal procedures to abandon approximately 3.19 acres of existing CR 214 right-of-way, at the location shown on Exhibit "B", attached hereto.

3. Dedication of Right-of-way. As consideration for the abandonment of the right-of-way described in Section 2, above, and other valuable consideration, the Developer agrees to dedicate to the County, in fee simple and free and clear of all liens and other encumbrances, through platting or otherwise, as determined by the County, approximately 13.98 acres of right-of-way, being in five separate tracts containing approximately 1.89 acres, 1.47 acres, 0.40 acres, 4.27 acres, and 5.95 acres, all as shown on Exhibit "B" and "C", attached hereto. The parties agree

that the width of the arterial through the Development Land shall be up to 120 feet in width for the arterial extension and realignment of CR 214 to the North Fork San Gabriel River and 136' at the arterial for the future county road along the gas pipeline easement, so the above acreages may be more or less than the 13.98 acres, depending on a final survey.

4. FM 3405. The parties agree to work with each other to extend the CR 214 ROW through the Development Property, and in the event that Developer shall acquire additional real property northeast of the North Fork San Gabriel River, through the additional property toward the extension of FM 3405 as shown in the Williamson County Transportation Plan.

5. Definitive Agreements. This Memorandum sets forth and outlines the understanding and intent of the Parties relative to the subject matter herein, and the Parties' desire to establish a framework for drafting the Development Agreements. The Parties to this Memorandum agree to work in good faith to enter into the Development Agreements to document the terms and agreements set forth in this Memorandum. This Memorandum is not binding upon the Parties to this Memorandum, however, the Parties acknowledge and agree that but for the terms and conditions set forth in this Memorandum, Developer would not move forward with the development of the Development Land. By signing below, each of the Parties represents that this Memorandum correctly sets forth and describes its understanding, intentions and desires. Each Party executing this Memorandum represents that it has the right, power and authority to enter into this Memorandum.

6. Legal Effect of Memorandum. This Memorandum is intended to provide an outline of the current understanding of the Parties hereto, and is not intended to legally bind the Parties to the terms and conditions stated herein. The Parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum by their duly authorized representatives.

Date:_____

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

_____
County Clerk Nancy Rister

Date: _____

RIVER OAKS LAND PARTNERS II, LLC

By: Randy Rollo
Printed Name: RANDY ROLLO
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"
Legal Description

TRACT 1

678.09 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, THE WILLIAM H. MCCULLOUGH SURVEY, ABSTRACT NO. 465, THE J. H. LEE SURVEY, ABSTRACT NO. 835 AND J. L. BROWN SURVEY, ABSTRACT NO. 788, ALL IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 77.5254 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO TEXAS LAND FUND NO. 6, L.P., RECORDED IN DOCUMENT NO. 2008093237 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 20.03 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AND A PORTION OF THE REMAINDER OF A CALLED 846.46 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, BOTH REFERENCED IN A SPECIAL WARRANTY DEED TO TEXAS LAND FUND NO. 6, L.P., RECORDED IN DOCUMENT NO. 2008076591 OF SAID O.P.R.W.C.T. AND BEING DESCRIBED IN A SPECIAL WARRANTY DEED TO TEXAS LAND FUND NO. 6, L.P., AS RECORDED IN DOCUMENT NO. 2008064005 OF SAID O.P.R.W.C.T.; SAID 678.09 ACRES CONSISTS OF THE FOLLOWING:

ACREAGE SUMMARY

TRACT A	=	689.09 ACRES
TRACT B (SAVE & EXCEPT)	=	- 1.00 ACRES
TRACT C (SAVE & EXCEPT)	=	- 10.00 ACRES
TOTAL	=	**678.09 ACRES**

EXHIBIT "A"
Legal Description

TRACT A = 689.09 ACRES

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "FOREST 1847" found for the North corner of the remainder of a called 201.375 acre tract of land described in a Special Warranty Deed to River Oaks Land Partners, LLC recorded in Document No. 2016083415 of said O.P.R.W.C.T., being in the Easterly right-of-way line of County Road No. 214 (R.O.W. Varies) and the Southeast line of a called 3.43 acre tract of land described as 'PARCEL 6E' in deed to Williamson County, Texas, recorded in Document No. 2009093312 of said O.P.R.W.C.T., from which a 1/2-inch rebar found in said Easterly right-of-way line of County Road No. 214 and the Southeast line of said 'PARCEL 6E', bears along a curve to the Left having a radius of 1372.36 feet, an arc length of 31.58 feet, a delta angle of 01°19'06", and a chord which bears South 26°55'42" West a distance of 31.58 feet;

THENCE along said Easterly right-of-way line of County Road No. 214 and said PARCEL 6E, the following three (3) courses and distances:

1. Along a curve to the **Right** having a radius of **1372.36** feet, an arc length of **285.86** feet, a delta angle of **11°56'04"**, and a chord which bears **North 33°33'17" East** a distance of **285.34** feet to a 60D Nail found for a point of tangency;

2. **North 39°23'11" East** a distance of **278.33** feet to a 60D nail found; and

3. **North 39°26'20" East** a distance of **1312.31** feet to a 1/2-inch rebar with cap stamped "CS LTD" found in the common line of said 77.5254 acre tract and said remainder of 846.46 acre tract, being the Southeast corner of said 'PARCEL 6E' and the Southwest corner of a called 0.45 of one acre tract of land described as 'PARCEL 6C', recorded in said Document No. 2009093312;

THENCE over and across said remainder of 846.46 acre tract and along the boundary of said PARCEL 6C, the following six (6) courses and distances:

1. **North 39°26'26" East** a distance of **278.40** feet to a 1/2-inch rebar with cap stamped "CS LTD" found;

2. **North 50°35'36" West** a distance of **66.05** feet to a 1/2-inch rebar with cap stamped "CS LTD" found;

3. **South 46°09'31" West** a distance of **49.06** feet to a 1/2-inch rebar with cap stamped "CS LTD" found;

EXHIBIT "A"
Legal Description

4. **South 44°21'51" West** a distance of **53.53** feet to a calculated point;

5. **South 43°27'42" West** a distance of **91.32** feet to a calculated point; and

6. **South 41°50'37" West** a distance of **31.53** feet to a calculated point for the Northwest corner of said PARCEL 6C, being in the common line of said remainder of 846.46 acre tract and the Easterly right-of-way line of San Gabriel Ranch Road (R.O.W. Varies);

THENCE along the common line of said remainder of 846.46 acre tract and the Easterly right-of-way line of San Gabriel Ranch Road, the following five (5) courses and distances:

1. **North 05°55'55" West** a distance of **81.36** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

2. **North 05°40'37" West** a distance of **111.20** feet to a calculated point;

3. **North 20°05'22" West** a distance of **554.52** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

4. **North 20°39'10" West** a distance of **591.48** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found; and

5. **North 21°26'17" West** a distance of **691.96** feet to a 1/2-inch rebar found for the Northwest corner of said remainder of 846.46 acre tract and the Southwest corner of Lot 57, Block A, THE HIDDEN CREEK ESTATES, a subdivision recorded in Document No. 2016032981 of said O.P.R.W.C.T.;

THENCE along the common line of said remainder of 846.46 acre tract and said THE HIDDEN CREEK ESTATES, the following ten (10) courses and distances:

1. **North 69°35'27" East** a distance of **626.58** feet to a 1/2-inch rebar with cap stamped "MATKIN INC – HOOVER ENG & SURVEY" found;

2. **North 68°54'59" East** a distance of **459.95** feet to a calculated point;

3. **North 69°37'18" East** passing a cotton spindle found at a distance of 11.92 feet for the Southeast corner of Lot 51, said Block A and the Southwest corner of Lot 50, said Block A, and continuing for a total distance of **440.57** feet to a 1/2-inch rebar found for the Southeast corner of Lot 48, said Block A, and an interior corner of said remainder of 846.46 acre tract;

4. **North 19°11'59" West** a distance of **166.78** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

5. **North 19°02'23" West** a distance of **284.68** feet to a 1/2-inch rebar found;

EXHIBIT "A"
Legal Description

6. **North 18°56'31" West** a distance of **438.17** feet to a calculated point;

7. **North 18°54'17" West** a distance of **356.38** feet to a 3/4-inch pipe found;

8. **North 69°50'55" East** a distance of **726.07** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

9. **North 68°48'59" East**, passing a 1/2-inch rebar with an illegible cap found at 6.61 feet for the Southeast corner of Lot 14 and the Southwest corner of Lot 13, both of said Block A, and continuing for a total distance of **289.21** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found; and

10. **North 70°02'36" East** a distance of **699.17** feet to a calculated point for an exterior corner of said remainder of 846.46 acre tract, being in the Southeast line of said Lot 13 and the West line of a called 232.61 acre tract of land described in deed to Bill D. Warren, et ux, recorded in Volume 845, Page 441 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), also being in the approximate centerline of the San Gabriel River (North Fork);

THENCE along said approximate centerline of the San Gabriel River (North Fork), along the common line of said remainder of 846.46 acre tract and said 232.61 acre tract, the following three (3) courses and distances:

1. **South 26°51'24" East** a distance of **16.62** feet to a calculated point;

2. **South 71°39'36" East** a distance of **565.27** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found; and

3. **North 75°37'28" East** passing the Southeast corner of said 232.61 acre tract and an exterior corner of a called 174.04 acre tract of land described in deed to Bill D. Warren, et ux, recorded in Volume 1010, Page 502 of said D.R.W.C.T., and continue for a total distance of **337.99** feet to a calculated point for the Northwest corner of said 20.03 acre tract and the Northeast corner of said remainder of 846.46 acre tract;

THENCE continuing along said approximate centerline of the San Gabriel River (North Fork), along the common line of said 20.03 acre tract and said 174.04 acre tract, the following eleven (11) courses and distances:

1. **North 70°37'54" East** a distance of **293.16** feet to a calculated point;

2. **North 85°49'01" East** a distance of **119.72** feet to a calculated point;

3. **South 79°21'06" East** a distance of **65.15** feet to a calculated point;

EXHIBIT "A"
Legal Description

4. **South 65°22'29" East** a distance of **93.18** feet to a calculated point;
5. **South 56°12'48" East** a distance of **210.41** feet to a calculated point;
6. **South 42°51'48" East** a distance of **130.55** feet to a calculated point;
7. **South 45°46'57" East** a distance of **229.38** feet to a calculated point;
8. **South 44°12'16" East** a distance of **229.44** feet to a calculated point;
9. **South 33°02'18" East** a distance of **183.70** feet to a calculated point;
10. **South 36°57'23" East** a distance of **155.03** feet to a calculated point; and
11. **South 41°10'31" East** a distance of **399.57** feet to a calculated point for the Southeast corner of said 20.03 acre tract and an exterior corner of said remainder of 846.46 acre tract;

THENCE continuing along said approximate centerline of the San Gabriel River (North Fork), along the common line of said remainder of 846.46 acre tract and said 174.04 acre tract, the following five (5) courses and distances:

1. **South 48°02'38" East** a distance of **109.89** feet to a calculated point;
2. **South 60°42'40" East** a distance of **282.99** feet to a calculated point;
3. **South 74°42'01" East** a distance of **193.06** feet to a calculated point;
4. **South 70°00'50" East** a distance of **657.07** feet to a calculated point; and
5. **South 54°04'21" East** passing the Southeast corner of said 174.04 acre tract and the Northwest corner of a called 302.93 acre tract of land described in deed to Don Hart, recorded in Volume 681, Page 877 of said D.R.W.C.T., and continue for a total distance of **301.00** feet to a calculated point in the common line of said remainder of 846.46 acre tract and said 302.93 acre tract;

THENCE continuing along said approximate centerline of the San Gabriel River (North Fork), along the common line of said remainder of 846.46 acre tract and said 302.93 acre tract, the following four (4) courses and distances:

1. **South 44°01'38" East** a distance of **276.06** feet to a calculated point;
2. **South 19°23'22" East** a distance of **301.06** feet to a calculated point;
3. **South 37°14'03" East** a distance of **476.00** feet to a calculated point; and

EXHIBIT "A"
Legal Description

4. **South 24°33'01" East** a distance of **171.53** feet to a calculated point for an exterior corner of said remainder of 846.46 acre tract and an exterior corner of a called 40.13 acre tract of land described in deed to M. Conrad Huffstutler, Jr., et al, recorded in Volume 2541, Page 236 of the Official Records of Williamson County, Texas (O.R.W.C.T.);

THENCE along the common line of said remainder of 846.46 acres and said 40.13 acres, the following fourteen (14) courses and distances:

1. **South 85°34'53" West** a distance of **90.11** feet to a calculated point;
2. **North 52°55'08" West** a distance of **61.92** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;
3. **South 80°46'01" West** a distance of **125.44** feet to a calculated point;
4. **North 53°24'05" West** a distance of **202.64** feet to a calculated point;
5. **North 34°26'33" West** a distance of **243.70** feet to a calculated point;
6. **North 19°46'38" West** a distance of **104.50** feet to a calculated point;
7. **South 60°20'05" West** a distance of **180.05** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;
8. **South 32°23'38" East** a distance of **20.79** feet to a 60D Nail found in an Elm tree;
9. **South 23°24'42" East** a distance of **48.72** feet to a 1/2-inch rebar found;
10. **South 14°40'26" East** a distance of **96.89** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;
11. **South 03°39'42" East** a distance of **100.34** feet to a 60D Nail found in a Cedar tree;
12. **South 06°53'30" West** a distance of **129.85** feet to a 1/2-inch rebar found;
13. **South 35°28'33" West** a distance of **198.32** feet to a 1/2-inch rebar found; and
14. **South 20°48'16" East** a distance of **832.11** feet to a 1/2-inch rebar found for the Southwest corner of said 40.13 acre tract and the Northwest corner of a called 11.68 acre tract of land described in deed to Wayne Hurst, recorded in Document No. 2007093376 of said O.P.R.W.C.T.;

THENCE **South 20°52'31" East** along the common line of said remainder of 846.46 acre tract and said 11.68 acre tract, a distance of **550.08** feet to a 60D Nail found for the Southeast corner of said remainder of 846.46 acre tract and an exterior corner of said 11.68 acre tract, also being in the

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North line of a called 9.255 acre tract of land described in deed to Richard A. Snellgrooes, et al, recorded in Document No. 2017073302 of said O.P.R.W.C.T.;

THENCE **South 69°08'47" West** along the common line of said remainder of 846.46 acre tract and said 9.255 acre tract, a distance of **385.52** feet to a 1/2-inch rebar found for the common North corner of said 9.255 acre tract and a called 8.98 acre tract of land described in deed to David James Parker, et ux, recorded in Document No. 1999003918 of said O.R.W.C.T.;

THENCE **South 69°18'13" West** along the common line of said remainder of 846.46 acre tract and said 8.98 acre tract, a distance of **319.28** feet to a 1/2-inch rebar found for the common North corner of said 8.98 acre tract and a called 6.00 acre tract of land described in deed to Thad H. Gillespie, et ux, recorded in Document No. 2001025074 of said O.P.R.W.C.T.;

THENCE **South 69°20'48" West** along the common line of said remainder of 846.46 acre tract and said 6.00 acre tract, a distance of **325.42** feet to a 1/2-inch rebar found for the common North corner of said 6.00 acre tract and a called 5.266 acre tract of land described in deed to Jeffrey A. Nelson, recorded in Document No. 2018059283 of said O.P.R.W.C.T.;

THENCE **South 69°31'25" West** along the common line of said remainder of 846.46 acre tract and said 5.266 acre tract, a distance of **350.21** feet to a 1/2-inch rebar with illegible cap found for the common North corner of said 5.266 acre tract and a called 10.122 acre tract of land described in deed to Clinton Sean Pilgrim, et al, recorded in Document No. 2018059068 of said O.P.R.W.C.T.;

THENCE **South 69°07'50" West** along the common line of said remainder of 846.46 acre tract and said 10.122 acre tract, a distance of **293.57** feet to a 1/2-inch rebar found for the common North corner of said 10.122 acre tract and Lot 7, LIBERTY OAKS, a subdivision recorded in Cabinet D, Slide 143-146 of the Plat Records of Williamson County, Texas (P.R.W.C.T);

THENCE **South 69°41'33" West** along the common line of said remainder of 846.46 acre tract and said Lot 7, a distance of **572.37** feet to a 1/2-inch rebar found for the common North corner of said Lot 7 and Lot 6, said LIBERTY OAKS;

THENCE **South 69°40'55" West** along the common line of said remainder of 846.46 acre tract and said Lot 6, a distance of **401.74** feet to a 3-inch post found for the common North corner of said Lot 6 and a called 95.34 acre tract of land described as 'TRACT A' in deed to Watson Ranch, LTD, recorded in Document No. 2009017881 of said O.P.R.W.C.T.;

THENCE along the common line of said remainder of 846.46 acre tract and said 95.34 acre tract, the following four (4) courses and distances:

1. **South 69°41'57" West** a distance of **2602.88** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

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2. **South 69°56'33" West** a distance of **262.84** feet to a 3-inch post found;

3. **South 69°14'58" West** a distance of **536.82** feet to a 1/2-inch rebar found for an interior corner of said remainder of 846.46 acre tract and the Northwest corner of said 95.34 acre tract; and

4. **South 23°48'32" East** a distance of **105.37** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found for the Northeast corner of said remainder of 201.375 acre tract, from which a 1/2-inch rebar found in the common line of said 95.34 acre tract and said remainder of 201.375 acre tract, bears South 23°48'32" East a distance of 119.03 feet;

THENCE **North 62°11'26" West** along the Northeast line of said remainder of 201.375 acre tract, passing the East corner of a called 10.00 acre tract of land described in deed to River Oaks Land Partners, LLC, recorded in Document Nos. 2017107620, 2017107622, 2017107624, 2017107626, and 2017107628, all of said O.P.R.W.C.T., and continue for a total distance of **566.56** feet to a 1/2-inch rebar found in the Northeast line of said 10.00 acre tract;

THENCE **North 65°27'38" West** along the Northeast line of said 10.00 acre tract, passing the North corner of said 10.00 acre tract, and continue with the Northeast line of said remainder of 201.375 acre tract for a total distance of **1236.53** feet to the **POINT OF BEGINNING** and containing 689.09 acres of land more or less.

SAVE AND EXCEPT

TRACT B = 1.00 ACRES

LOT 1, LONGHORN SUBDIVISION, recorded in Cabinet G, Slide 96 of the Plat Records of Williamson County, Texas.

TRACT C = 10.00 ACRES

Five (5) Director's lots comprising in total 10 acres, recorded in Document Nos. 2017043199, 2017043200, 2017043201, 2017043203, and 2017043204, Official Public Records of Williamson County, Texas.

ACREAGE SUMMARY

TRACT A	=	689.09 ACRES
TRACT B (SAVE & EXCEPT)	=	- 1.00 ACRES
TRACT C (SAVE & EXCEPT)	=	- 10.00 ACRES
TOTAL	=	**678.09 ACRES**

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Tract 2:

18.63 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE WILLIAM H. MCCULLOUGH SURVEY, ABSTRACT NO. 465 AND THE JAMES HACKETT SURVEY, ABSTRACT NO. 312 BOTH IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER OF A CALLED 77.5254 ACRE TRACT OF LAND DESCRIBED IN DEED TO TEXAS LAND FUND NO. 6, L.P., AS RECORDED IN DOCUMENT NO. 2008093237, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN TWO PARCELS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap marked "CSLTD" found for the Northwest corner of a called 0.09 of one acre tract of land described as Parcel 6C in a deed to Williamson County, Texas, as recorded in Document No. 2009093312 of said O.P.R.W.C.T., in the existing Westerly right-of-way line of County Road No. 214 (R.O.W. Varies) and also being in the North line of said 77.5254 acre tract;

THENCE with said Westerly right-of-way line of County Road No. 214, the following five (5) courses and distances:

1. **South 26°16'21" West** a distance of **346.45** feet to a 1/2-inch rebar with an illegible cap found for the South corner of said Parcel 6C;

2. **South 26°09'42" West** a distance of **1029.05** feet to a 1/2-inch rebar with cap marked "CSLTD" found;

3. **South 26°18'53" West** a distance of **147.53** feet to a 1/2-inch rebar with cap marked "CSLTD" found;

4. Along a curve to the **Left** having a radius of **2606.48** feet, an arc length of **126.91** feet, a delta angle of **02°47'23"**, and a chord which bears **South 24°46'22" West** a distance of **126.89** feet to a 1/2-inch rebar with cap marked "CSLTD" found; and

5. **South 26°58'43" West** a distance of **143.21** feet to a 1/2-inch rebar found in the West line of said 77.5254 acre tract and being an angle point is said Westerly right-of-way line of County Road No. 214;

THENCE **North 21°40'58" West** with the West line of said 77.5254 acre tract and said Westerly right-of-way line of said County Road No. 214, passing the most Easterly corner of Lot 104, SUNDANCE RANCH NORTH PHASE 2, a subdivision of record in Cabinet R, Slide 7-11 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), and continuing with the East line of said SUNDANCE RANCH NORTH PHASE 2 for a total distance of **1213.28** feet to a 1/2-inch rebar found for the

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Northwest corner of said 77.5254 acre tract and the Northeast corner of said Lot 159, also being in the South Line of Lot 158, said SUNDANCE RANCH NORTH PHASE2;

THENCE with the North line of said 77.5254 acre tract and the South line of Lots 156-158, said SUNDANCE RANCH NORTH PHASE 2, the following three (3) courses and distances:

1. **North 68°04'40" East** a distance of **584.81** feet to a bent 1/2-inch rebar found;
2. **North 68°58'53" East** a distance of **739.32** feet to a Calculated Point, from which a bent 1/2-inch rebar with cap marked "CSLTD" found bears North 68°58'53" East a distance of 0.97 feet; and
3. **South 75°45'52" East** a distance of **6.41** feet to the **POINT OF BEGINNING** and containing 18.63 acres of land, more or less.

AFTER RECORDING RETURN TO:
FIDELITY NATIONAL TITLE
1900 WEST LOOP SOUTH, SUITE 200
HOUSTON, TX 77027
GF# FAH15008623TD

LANDESIGN SERVICES, INC.
1220 McNeil Road, Suite 200 | Round Rock, Texas 78681
TBPLS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 688.09 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, THE WILLIAM H. MCCULLOUGH SURVEY, ABSTRACT NO. 465, THE J. H. LEE SURVEY, ABSTRACT NO. 835 AND J. L. BROWN SURVEY, ABSTRACT NO. 788, ALL IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 77.5254 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO TEXAS LAND FUND NO. 6, L.P., RECORDED IN DOCUMENT NO. 2008093237 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 20.03 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AND A PORTION OF THE REMAINDER OF A CALLED 846.46 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, BOTH REFERENCED IN A SPECIAL WARRANTY DEED TO TEXAS LAND FUND NO. 6, L.P., RECORDED IN DOCUMENT NO. 2008076591 OF SAID O.P.R.W.C.T. AND BEING DESCRIBED IN A SPECIAL WARRANTY DEED TO TEXAS LAND FUND NO. 6, L.P., AS RECORDED IN DOCUMENT NO. 2008064005 OF SAID O.P.R.W.C.T.; SAID 688.09 ACRES CONSISTS OF THE FOLLOWING:

ACREAGE SUMMARY

TRACT A	=	689.09 ACRES
TRACT B (SAVE & EXCEPT)	=	- 1.00 ACRES
TOTAL	**=**	**688.09 ACRES**

TRACT A = 689.09 ACRES

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "FOREST 1847" found for the North corner of the remainder of a called 201.375 acre tract of land described in a Special Warranty Deed to River Oaks Land Partners, LLC recorded in Document No. 2016083415 of said O.P.R.W.C.T., being in the Easterly right-of-way line of County Road No. 214 (R.O.W. Varies) and the Southeast line of a called 3.43 acre tract of land described as 'PARCEL 6E' in deed to Williamson County, Texas, recorded in Document No. 2009093312 of said O.P.R.W.C.T., from which a 1/2-inch rebar found in said Easterly right-of-way line of County Road No. 214 and the Southeast line of said 'PARCEL 6E', bears along a curve to the Left having a radius of 1372.36 feet, an arc length of 31.58 feet, a delta angle of 01°19'06", and a chord which bears South 26°55'42" West a distance of 31.58 feet;

THENCE along said Easterly right-of-way line of County Road No. 214 and said PARCEL 6E, the following three (3) courses and distances:

1. Along a curve to the **Right** having a radius of **1372.36** feet, an arc length of **285.86** feet, a delta angle of **11°56'04"**, and a chord which bears **North 33°33'17" East** a distance of **285.34** feet to a 60D Nail found for a point of tangency;

2. **North 39°23'11" East** a distance of **278.33** feet to a 60D nail found; and

3. **North 39°26'20" East** a distance of **1312.31** feet to a 1/2-inch rebar with cap stamped "CS LTD" found in the common line of said 77.5254 acre tract and said remainder of 846.46 acre tract, being the Southeast corner of said 'PARCEL 6E' and the Southwest corner of a called 0.45 of one acre tract of land described as 'PARCEL 6C', recorded in said Document No. 2009093312;

THENCE over and across said remainder of 846.46 acre tract and along the boundary of said PARCEL 6C, the following six (6) courses and distances:

1. **North 39°26'26" East** a distance of **278.40** feet to a 1/2-inch rebar with cap stamped "CS LTD" found;

2. **North 50°35'36" West** a distance of **66.05** feet to a 1/2-inch rebar with cap stamped "CS LTD" found;

3. **South 46°09'31" West** a distance of **49.06** feet to a 1/2-inch rebar with cap stamped "CS LTD" found;

4. **South 44°21'51" West** a distance of **53.53** feet to a calculated point;

5. **South 43°27'42" West** a distance of **91.32** feet to a calculated point; and

6. **South 41°50'37" West** a distance of **31.53** feet to a calculated point for the Northwest corner of said PARCEL 6C, being in the common line of said remainder of 846.46 acre tract and the Easterly right-of-way line of San Gabriel Ranch Road (R.O.W. Varies);

THENCE along the common line of said remainder of 846.46 acre tract and the Easterly right-of-way line of San Gabriel Ranch Road, the following five (5) courses and distances:

1. **North 05°55'55" West** a distance of **81.36** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

2. **North 05°40'37" West** a distance of **111.20** feet to a calculated point;

3. **North 20°05'22" West** a distance of **554.52** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

4. **North 20°39'10" West** a distance of **591.48** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found; and

5. **North 21°26'17" West** a distance of **691.96** feet to a 1/2-inch rebar found for the Northwest corner of said remainder of 846.46 acre tract and the Southwest corner of Lot 57, Block A, THE HIDDEN CREEK ESTATES, a subdivision recorded in Document No. 2016032981 of said O.P.R.W.C.T.;

THENCE along the common line of said remainder of 846.46 acre tract and said THE HIDDEN CREEK ESTATES, the following ten (10) courses and distances:

1. **North 69°35'27" East** a distance of **626.58** feet to a 1/2-inch rebar with cap stamped "MATKIN INC – HOOVER ENG & SURVEY" found;

2. **North 68°54'59" East** a distance of **459.95** feet to a calculated point;

3. **North 69°37'18" East** passing a cotton spindle found at a distance of 11.92 feet for the Southeast corner of Lot 51, said Block A and the Southwest corner of Lot 50, said Block A, and continuing for a total distance of **440.57** feet to a 1/2-inch rebar found for the Southeast corner of Lot 48, said Block A, and an interior corner of said remainder of 846.46 acre tract;

4. **North 19°11'59" West** a distance of **166.78** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

5. **North 19°02'23" West** a distance of **284.68** feet to a 1/2-inch rebar found;

6. **North 18°56'31" West** a distance of **438.17** feet to a calculated point;

7. **North 18°54'17" West** a distance of **356.38** feet to a 3/4-inch pipe found;

8. **North 69°50'55" East** a distance of **726.07** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

9. **North 68°48'59" East**, passing a 1/2-inch rebar with an illegible cap found at 6.61 feet for the Southeast corner of Lot 14 and the Southwest corner of Lot 13, both of said Block A, and continuing for a total distance of **289.21** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found; and

10. **North 70°02'36" East** a distance of **699.17** feet to a calculated point for an exterior corner of said remainder of 846.46 acre tract, being in the Southeast line of said Lot 13 and the West line of a called 232.61 acre tract of land described in deed to Bill D. Warren, et ux, recorded in Volume 845, Page 441 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), also being in the approximate centerline of the San Gabriel River (North Fork);

THENCE along said approximate centerline of the San Gabriel River (North Fork), along the common line of said remainder of 846.46 acre tract and said 232.61 acre tract, the following three (3) courses and distances:

1. **South 26°51'24" East** a distance of **16.62** feet to a calculated point;

2. **South 71°39'36" East** a distance of **565.27** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found; and

3. **North 75°37'28" East** passing the Southeast corner of said 232.61 acre tract and an exterior corner of a called 174.04 acre tract of land described in deed to Bill D. Warren, et ux, recorded in Volume 1010, Page 502 of said D.R.W.C.T., and continue for a total distance of **337.99** feet to a calculated point for the Northwest corner of said 20.03 acre tract and the Northeast corner of said remainder of 846.46 acre tract;

THENCE continuing along said approximate centerline of the San Gabriel River (North Fork), along the common line of said 20.03 acre tract and said 174.04 acre tract, the following eleven (11) courses and distances:

1. **North 70°37'54" East** a distance of **293.16** feet to a calculated point;

2. **North 85°49'01" East** a distance of **119.72** feet to a calculated point;

3. **South 79°21'06" East** a distance of **65.15** feet to a calculated point;

4. **South 65°22'29" East** a distance of **93.18** feet to a calculated point;

5. **South 56°12'48" East** a distance of **210.41** feet to a calculated point;

6. **South 42°51'48" East** a distance of **130.55** feet to a calculated point;

7. **South 45°46'57" East** a distance of **229.38** feet to a calculated point;

8. **South 44°12'16" East** a distance of **229.44** feet to a calculated point;

9. **South 33°02'18" East** a distance of **183.70** feet to a calculated point;

10. **South 36°57'23" East** a distance of **155.03** feet to a calculated point; and

11. **South 41°10'31" East** a distance of **399.57** feet to a calculated point for the Southeast corner of said 20.03 acre tract and an exterior corner of said remainder of 846.46 acre tract;

THENCE continuing along said approximate centerline of the San Gabriel River (North Fork), along the common line of said remainder of 846.46 acre tract and said 174.04 acre tract, the following five (5) courses and distances:

1. **South 48°02'38" East** a distance of **109.89** feet to a calculated point;

2. **South 60°42'40" East** a distance of **282.99** feet to a calculated point;

3. **South 74°42'01" East** a distance of **193.06** feet to a calculated point;

4. **South 70°00'50" East** a distance of **657.07** feet to a calculated point; and

5. **South 54°04'21" East** passing the Southeast corner of said 174.04 acre tract and the Northwest corner of a called 302.93 acre tract of land described in deed to Don Hart, recorded in Volume 681, Page 877 of said D.R.W.C.T., and continue for a total distance of **301.00** feet to a calculated point in the common line of said remainder of 846.46 acre tract and said 302.93 acre tract;

THENCE continuing along said approximate centerline of the San Gabriel River (North Fork), along the common line of said remainder of 846.46 acre tract and said 302.93 acre tract, the following four (4) courses and distances:

1. **South 44°01'38" East** a distance of **276.06** feet to a calculated point;

2. **South 19°23'22" East** a distance of **301.06** feet to a calculated point;

3. **South 37°14'03" East** a distance of **476.00** feet to a calculated point; and

4. **South 24°33'01" East** a distance of **171.53** feet to a calculated point for an exterior corner of said remainder of 846.46 acre tract and an exterior corner of a called 40.13 acre tract of land described in deed to M. Conrad Huffstutler, Jr., et al, recorded in Volume 2541, Page 236 of the Official Records of Williamson County, Texas (O.R.W.C.T.);

THENCE along the common line of said remainder of 846.46 acres and said 40.13 acres, the following fourteen (14) courses and distances:

1. **South 85°34'53" West** a distance of **90.11** feet to a calculated point;

2. **North 52°55'08" West** a distance of **61.92** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

3. **South 80°46'01" West** a distance of **125.44** feet to a calculated point;

4. **North 53°24'05" West** a distance of **202.64** feet to a calculated point;

5. **North 34°26'33" West** a distance of **243.70** feet to a calculated point;

6. **North 19°46'38" West** a distance of **104.50** feet to a calculated point;

7. **South 60°20'05" West** a distance of **180.05** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

8. **South 32°23'38" East** a distance of **20.79** feet to a 60D Nail found in an Elm tree;

9. **South 23°24'42" East** a distance of **48.72** feet to a 1/2-inch rebar found;

10. **South 14°40'26" East** a distance of **96.89** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

11. **South 03°39'42" East** a distance of **100.34** feet to a 60D Nail found in a Cedar tree;

12. **South 06°53'30" West** a distance of **129.85** feet to a 1/2-inch rebar found;

13. **South 35°28'33" West** a distance of **198.32** feet to a 1/2-inch rebar found; and

14. **South 20°48'16" East** a distance of **832.11** feet to a 1/2-inch rebar found for the Southwest corner of said 40.13 acre tract and the Northwest corner of a called 11.68 acre tract of land described in deed to Wayne Hurst, recorded in Document No. 2007093376 of said O.P.R.W.C.T.;

THENCE **South 20°52'31" East** along the common line of said remainder of 846.46 acre tract and said 11.68 acre tract, a distance of **550.08** feet to a 60D Nail found for the Southeast corner of said remainder of 846.46 acre tract and an exterior corner of said 11.68 acre tract, also being in the North line of a called 9.255 acre tract of land described in deed to Richard A. Snellgrooes, et al, recorded in Document No. 2017073302 of said O.P.R.W.C.T.;

THENCE **South 69°08'47" West** along the common line of said remainder of 846.46 acre tract and said 9.255 acre tract, a distance of **385.52** feet to a 1/2-inch rebar found for the common North corner of said 9.255 acre tract and a called 8.98 acre tract of land described in deed to David James Parker, et ux, recorded in Document No. 1999003918 of said O.R.W.C.T.;

THENCE **South 69°18'13" West** along the common line of said remainder of 846.46 acre tract and said 8.98 acre tract, a distance of **319.28** feet to a 1/2-inch rebar found for the common North corner of said 8.98 acre tract and a called 6.00 acre tract of land described in deed to Thad H. Gillespie, et ux, recorded in Document No. 2001025074 of said O.P.R.W.C.T.;

THENCE **South 69°20'48" West** along the common line of said remainder of 846.46 acre tract and said 6.00 acre tract, a distance of **325.42** feet to a 1/2-inch rebar found for the common North corner of said 6.00 acre tract and a called 5.266 acre tract of land described in deed to Jeffrey A. Nelson, recorded in Document No. 2018059283 of said O.P.R.W.C.T.;

THENCE **South 69°31'25" West** along the common line of said remainder of 846.46 acre tract and said 5.266 acre tract, a distance of **350.21** feet to a 1/2-inch rebar with illegible cap found for the common North corner of said 5.266 acre tract and a called 10.122 acre tract of land described in deed to Clinton Sean Pilgrim, et al, recorded in Document No. 2018059068 of said O.P.R.W.C.T.;

THENCE **South 69°07'50" West** along the common line of said remainder of 846.46 acre tract and said 10.122 acre tract, a distance of **293.57** feet to a 1/2-inch rebar found for the common North corner of said 10.122 acre tract and Lot 7, LIBERTY OAKS, a subdivision recorded in Cabinet D, Slide 143-146 of the Plat Records of Williamson County, Texas (P.R.W.C.T);

THENCE **South 69°41'33" West** along the common line of said remainder of 846.46 acre tract and said Lot 7, a distance of **572.37** feet to a 1/2-inch rebar found for the common North corner of said Lot 7 and Lot 6, said LIBERTY OAKS;

THENCE **South 69°40'55" West** along the common line of said remainder of 846.46 acre tract and said Lot 6, a distance of **401.74** feet to a 3-inch post found for the common North corner of said Lot 6 and a called 95.34 acre tract of land described as 'TRACT A' in deed to Watson Ranch, LTD, recorded in Document No. 2009017881 of said O.P.R.W.C.T.;

THENCE along the common line of said remainder of 846.46 acre tract and said 95.34 acre tract, the following four (4) courses and distances:

1. **South 69°41'57" West** a distance of **2602.88** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found;

2. **South 69°56'33" West** a distance of **262.84** feet to a 3-inch post found;

3. **South 69°14'58" West** a distance of **536.82** feet to a 1/2-inch rebar found for an interior corner of said remainder of 846.46 acre tract and the Northwest corner of said 95.34 acre tract; and

4. **South 23°48'32" East** a distance of **105.37** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found for the Northeast corner of said remainder of 201.375 acre tract, from which a 1/2-inch rebar found in the common line of said 95.34 acre tract and said remainder of 201.375 acre tract, bears South 23°48'32" East a distance of 119.03 feet;

THENCE **North 62°11'26" West** along the Northeast line of said remainder of 201.375 acre tract, passing the East corner of a called 10.00 acre tract of land described in deed to River Oaks Land Partners, LLC, recorded in Document Nos. 2017107620, 2017107622, 2017107624, 2017107626, and 2017107628, all of said O.P.R.W.C.T., and continue for a total distance of **566.56** feet to a 1/2-inch rebar found in the Northeast line of said 10.00 acre tract;

THENCE **North 65°27'38" West** along the Northeast line of said 10.00 acre tract, passing the North corner of said 10.00 acre tract, and continue with the Northeast line of said remainder of 201.375 acre tract for a total distance of **1236.53** feet to the **POINT OF BEGINNING** and containing 689.09 acres of land more or less.

SAVE AND EXCEPT
TRACT B = 1.00 ACRES

LOT 1, LONGHORN SUBDIVISION, recorded in Cabinet G, Slide 96 of the Plat Records of Williamson County, Texas

ACREAGE SUMMARY

TRACT A	=	689.09 ACRES
TRACT B (SAVE & EXCEPT)	=	- 1.00 ACRES
TOTAL	=	**688.09 ACRES**

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203).

Distances and Areas shown hereon are surface values represented in U.S. Survey Feet based on site calibration, holding the following points:

1. A 1/2-inch rebar for the common corner of Lot 57, Block A, The Hidden Creek Estates and the 846.46 acre tract.
2. A 1/2-inch rebar with capped marked "FOREST 1847" on the North line of the 846.46 acre tract and the South line of a 232.61 acre tract described in Vol. 845, Pg. 441, D.R.W.C.T.
3. A 1/2-inch rebar with capped marked "FOREST 1847" on the West line of the 846.46 acre tract and the intersection of County Road no. 214 with San Gabriel Ranch Road.
4. A 1/2-inch rebar with capped marked "CS LTD" for the Northwest corner of Lot 2, Block B, Estates of Northgate, Phase 1, Section 1 and in the West row line of County Road No 214.
5. A nail found in a 30" live oak for the Southeast corner of the 846.46 acre tract and in the North line of a part of a called 8.255 acre tract described in Doc. No. 9721391, O.P.R.W.C.T.
6. A 1/2-inch rebar on the East line of the 846.46 acre tract and in the West line of a called 40.13 acre tract described in Vol. 2541, Pg. 236 of the D.R.W.C.T.

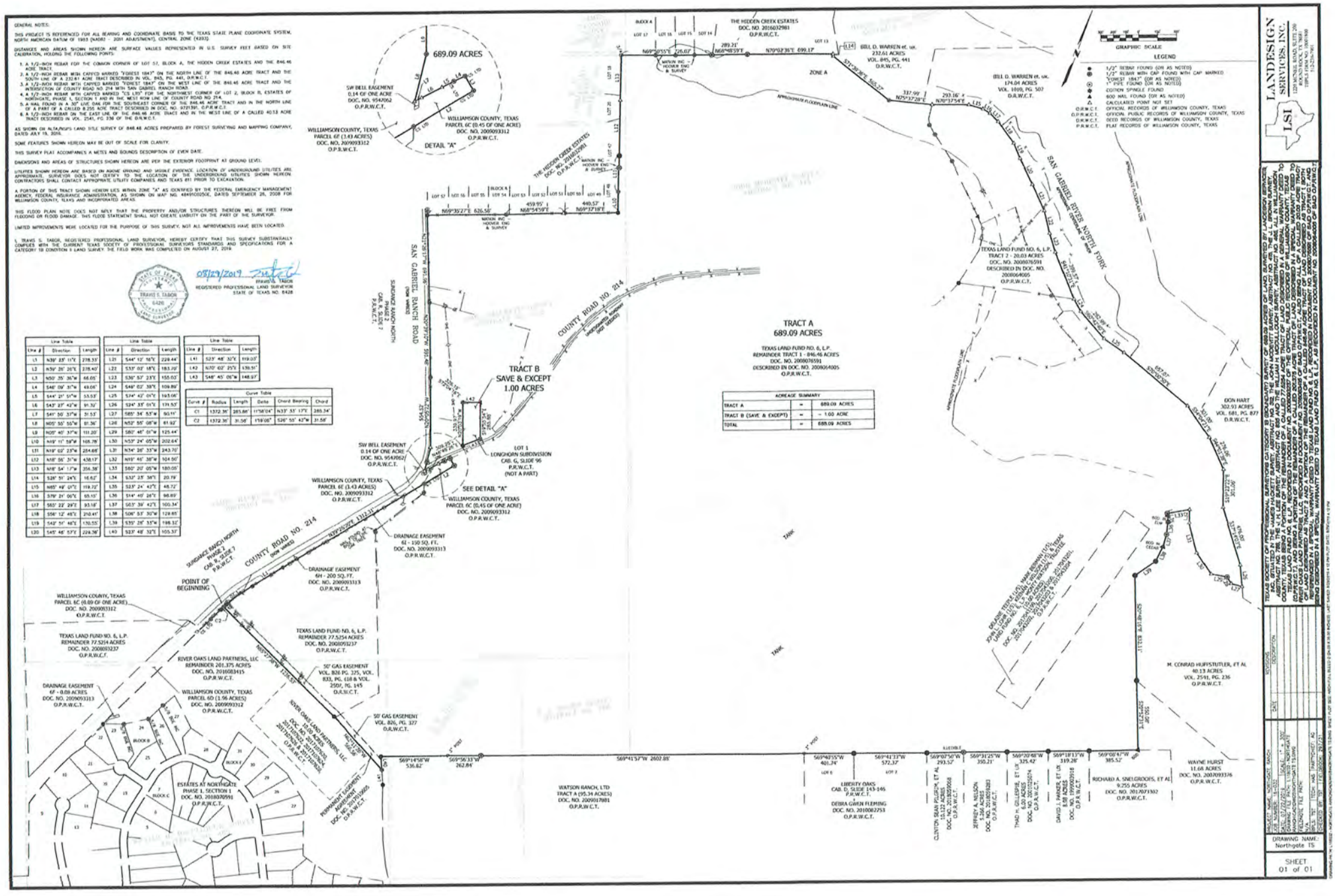
As shown on ALTA/NSPS land title survey of 846.46 acres prepared by Forest Surveying and Mapping Company, dated July 19, 2016.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on August 27, 2019.

08/29/2019

Travis S. Tabor
Registered Professional Land Surveyor
State of Texas No. 6428
Job Number: 18-032
Attachments: CAD Drawing: L:\18032 - Northgate Ranch\CAD\DWGs\NG TS 699ac.dwg





Line Table		
Line #	Direction	Length
L1	N39° 25' 11"E	278.33'
L2	N59° 25' 26"E	278.40'
L3	N50° 35' 36"W	66.05'
L4	S48° 09' 31"W	49.06'
L5	S44° 21' 51"W	53.53'
L6	S43° 27' 42"W	91.32'
L7	S41° 50' 37"W	31.53'
L8	N05° 55' 55"W	81.36'
L9	N05° 40' 37"W	111.20'
L10	N19° 11' 58"W	105.78'
L11	N19° 03' 23"W	254.68'
L12	N18° 56' 31"W	438.13'
L13	N18° 54' 17"W	356.58'
L14	S28° 51' 24"E	16.62'
L15	N85° 48' 07"E	119.72'
L16	S79° 21' 06"E	65.15'
L17	S65° 23' 29"E	93.18'
L18	S58° 12' 48"E	210.41'
L19	S43° 51' 46"E	130.55'
L20	S45° 46' 57"E	224.98'

Line Table		
Line #	Direction	Length
L21	S44° 12' 16"E	229.44'
L22	S33° 02' 18"E	183.20'
L23	S36° 57' 23"E	155.03'
L24	S48° 02' 38"E	109.89'
L25	S74° 42' 01"E	165.06'
L26	S24° 33' 01"E	171.53'
L27	S85° 34' 53"W	90.11'
L28	N52° 55' 08"W	61.92'
L29	S80° 48' 01"W	125.44'
L30	N53° 24' 05"W	202.64'
L31	N34° 26' 33"W	243.70'
L32	N10° 46' 38"W	104.50'
L33	S80° 20' 05"W	180.05'
L34	S32° 23' 38"E	20.79'
L35	S23° 24' 42"E	48.72'
L36	S14° 40' 28"E	98.69'
L37	S03° 39' 42"E	100.34'
L38	S06° 53' 30"W	129.65'
L39	S35° 28' 33"W	198.32'
L40	S23° 48' 32"E	105.37'

Line Table		
Line #	Direction	Length
L41	S25° 48' 32"E	319.03'
L42	N70° 02' 25"E	436.51'
L43	S48° 45' 06"W	148.97'

Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord
C1	1372.36'	285.86'	11°56'04"	N33° 33' 17"E	285.34'
C2	1372.36'	31.56'	1°19'05"	S26° 55' 42"W	31.56'

EXHIBIT B

ABANDONMENT OF PORTION OF CR 214

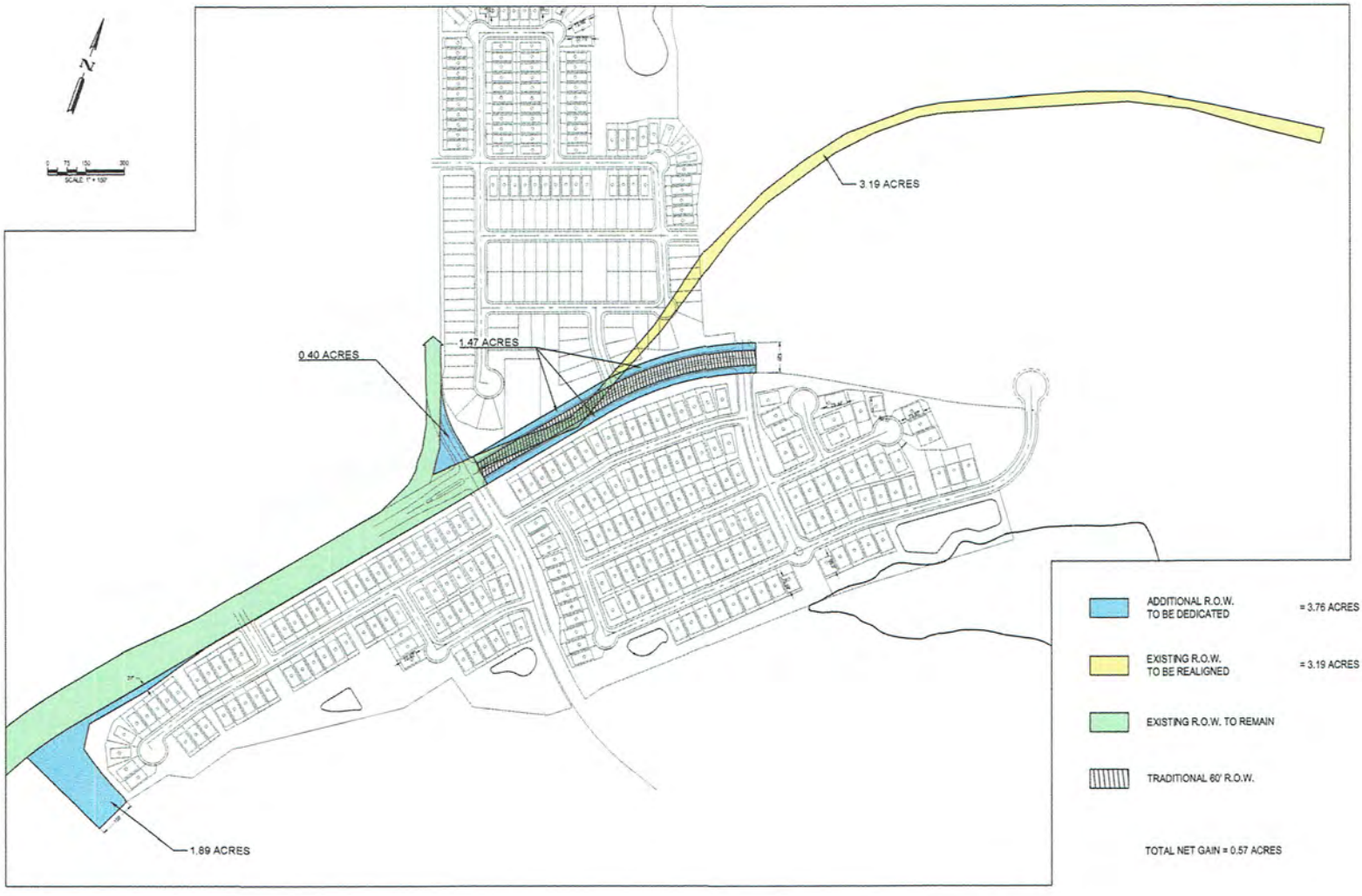
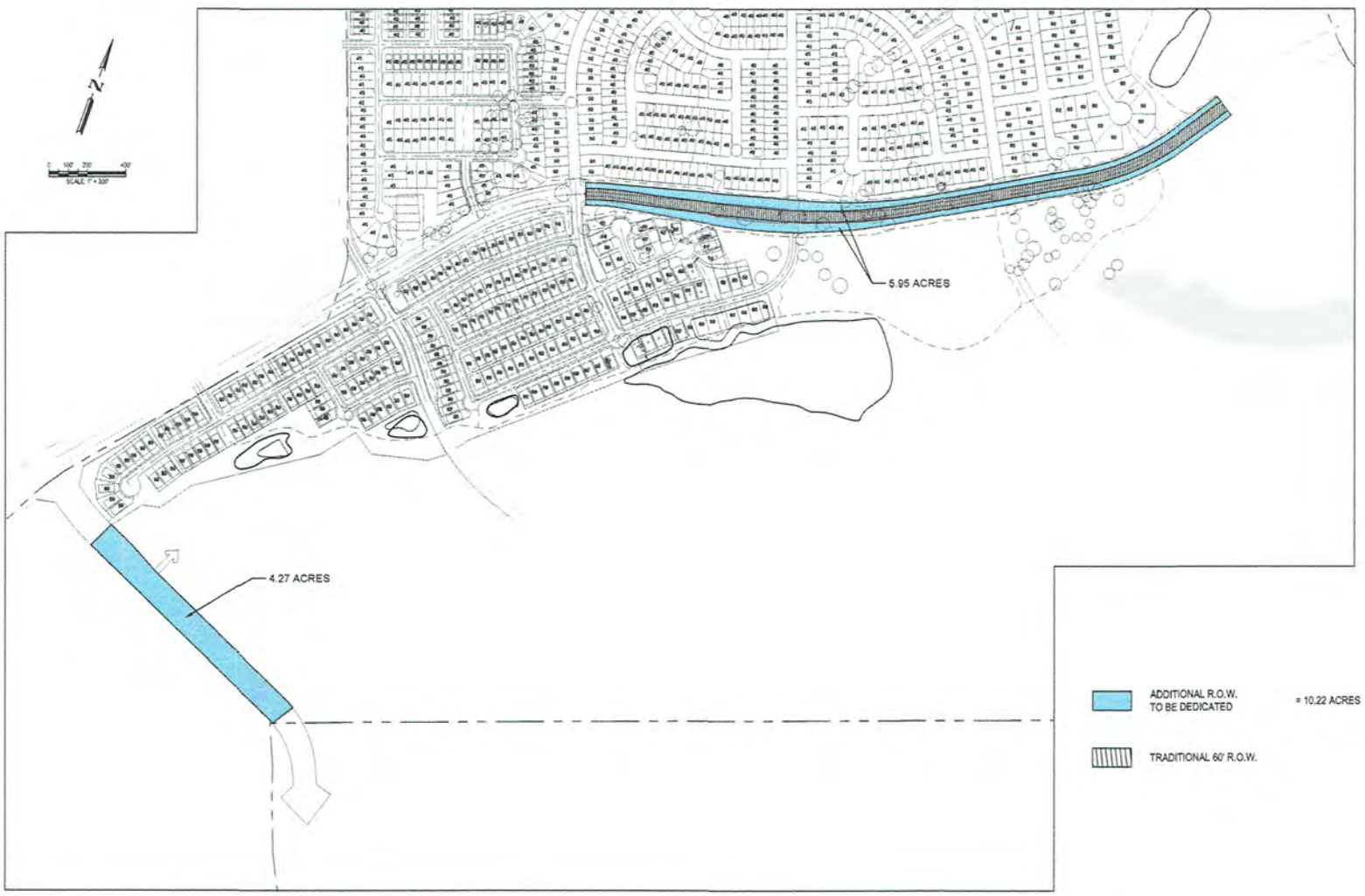

N
0 75 150 300
SCALE 1" = 150'
3.19 ACRES
1.47 ACRES
0.40 ACRES
1.89 ACRES
ADDITIONAL R.O.W. TO BE DEDICATED
= 3.76 ACRES
EXISTING R.O.W. TO BE REALIGNED
= 3.19 ACRES
EXISTING R.O.W. TO REMAIN
TRADITIONAL 60' R.O.W.
TOTAL NET GAIN = 0.57 ACRES

EXHIBIT C

RIGHT-OF-WAY DEDICATIONS


N
0' 100' 200' 400'
SCALE: 1" = 200'
5.95 ACRES
4.27 ACRES
ADDITIONAL R.O.W.
TO BE DEDICATED
= 10.22 ACRES
TRADITIONAL 60' R.O.W.

Commissioners Court - Regular Session **45.**

Meeting Date: 02/23/2021

Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.385 acres) required for the construction of SH 29 @ DB Wood, and take appropriate action. (First Baptist Church)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Baptist Church Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 10:13 AM
Form Started By: Charlie Crossfield		Started On: 02/11/2021 09:45 AM
Final Approval Date: 02/11/2021		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.385 acres (Parcel 5) described by metes and bounds in Exhibit "A" owned by **FIRST BAPTIST CHURCH OF GEORGETOWN,** for the purpose of constructing, reconstructing, maintaining, and operating SH29 @ DB Wood roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

COUNTY:	Williamson
PARCEL No.:	5
HIGHWAY:	State Highway No. 29
LIMITS:	From: River Chase Boulevard
	To: Legend Oaks Drive
CSJ:	0337-01-043

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.385 ACRE (16,755 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE JOSEPH PULSIFER SURVEY, ABSTRACT NUMBER 498, AND THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, FIRST BAPTIST CHURCH GEORGETOWN, A SUBDIVISION RECORDED IN CABINET L, SLIDE 311 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAME BEING DOCUMENT NUMBER 9509716 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 1 BEING THE REMAINING PORTION OF 21.70 ACRES COMPRISED OF THAT TRACT IDENTIFIED AS 12.54 ACRES DESCRIBED IN DEED UNTO FIRST BAPTIST CHURCH OF GEORGETOWN RECORDED IN VOLUME 1261, PAGE 128 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND THAT TRACT IDENTIFIED AS 9.16 ACRES DESCRIBED UNTO FIRST BAPTIST CHURCH OF GEORGETOWN, IN VOLUME 2171, PAGE 354 D.R.W.C.T., THE SAID 0.385 ACRE (16,755 Sq. Ft.) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with an orange plastic cap (not able to read inscription) found in the east right-of-way line of D.B. Wood Road (a public roadway, 120' ROW at this point), for the southeast corner of a 60 foot wide Utility and Roadway Easement shown on said plat, and the southwest corner of the remainder of said lot 1;

THENCE, North 20°54'32" West, along the east ROW line of said D.B. Wood Road 60' wide roadway easement, a distance of 879.99 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for the intersection with the Proposed south Right-of-Way line of Texas State Highway No. 29, same being the southwest corner of, and **POINT OF BEGINNING** hereof, located 122.61 feet right of station 129+34.36 of the Texas State Highway No. 29 Improvements Project centerline ;** N=10204472.17 E=3121828.90

THENCE, North 20°54'32" West, continuing along the east Right-of-Way line of said D.B. Wood Road, a distance of 76.59 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with the existing south right-of-way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW);

THENCE, North 87°39'01" East, leaving said east Right-of-Way line of said D.B. Wood Road, along said existing south right-of-way line of Texas State Highway No. 29, being the north line of said Lot 1, First Baptist Church Georgetown, at a distance of 400.45 feet, passing a 1/2 inch iron rod, 0.31 feet left, found on or near the common line between the said Isaac Donagan Survey and the Joseph Pulsifer Survey, at a distance of 1047.74 feet, passing a 1/2 inch iron rod found 0.27 feet left, and continuing for a Total Distance of 1234.85 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for the northeast corner of said Lot 1, same being the northwest corner of a ten foot wide Road Widening Easement shown on the Legend Oaks Section II subdivision plat recorded in Cabinet I, Slide 269 P.R.W.C.T.; same being Document Number 872379, P.R.W.C.T., from whence, a 1/2 inch iron rod found bears South 00°54'46" West, a distance of 1.88 feet;

THENCE, South 20°11'12" East, leaving the existing south line of said Texas State Highway No. 29, along the common line between said Lot 1, First Baptist Church Georgetown, and said Legend Oaks Section II, at a distance of 10.51 feet, passing a calculated point for the southwest corner of said ten foot wide road widening easement, same being the northwest corner of Lot 6 of said Legend Oaks Section II, continuing with the common line between said Lot 1, and Lot 6, for a Total Distance of 12.61 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for intersection with said Proposed south ROW line of said Texas State Highway No. 29, located 62.00 feet right of station 141+48.69 of the Texas State Highway No. 29 Improvements Project centerline; N=10204582.52 E=3123039.72; from said iron rod, a disturbed 1/2 inch iron rod found near the southeast corner of said Lot 1, First Baptist Church Georgetown, and the southwest corner of said Lot 6, Legend Oaks Section II, bears South 20°15'36" East, a distance of 553.12 feet;**

THENCE, leaving the aforementioned common line, crossing said Lot 1, First Baptist Church Georgetown, along said Proposed south Right-of-Way line of Texas State Highway No. 29, the following two (2) courses and distances:

1) South 87°39'01" West, a distance of 1170.74 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for an angle point hereof;**

2) **THENCE,** South 33º22'30" West, a distance of 74.66 feet to the **POINT OF BEGINNING,** containing 0.385 acre (16,755 square feet) of land area, more or less.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II ROW Marker upon the completion of the highway construction project under the supervision of a RPLS, either employed or retained by TxDOT.

This description is accompanied by a separate exhibit.

All Bearings are based on The City of George Town Control Network established in 1996, Texas Coordinate System of 1983 (1993 Adj.) HARN, Texas Central Zone. Combined Surface Adjustment factor 1.00009768. All coordinates are surface adjusted.

STATE OF TEXAS §
KNOW ALL BY THESE PRESENTS §
COUNTY OF TRAVIS §

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

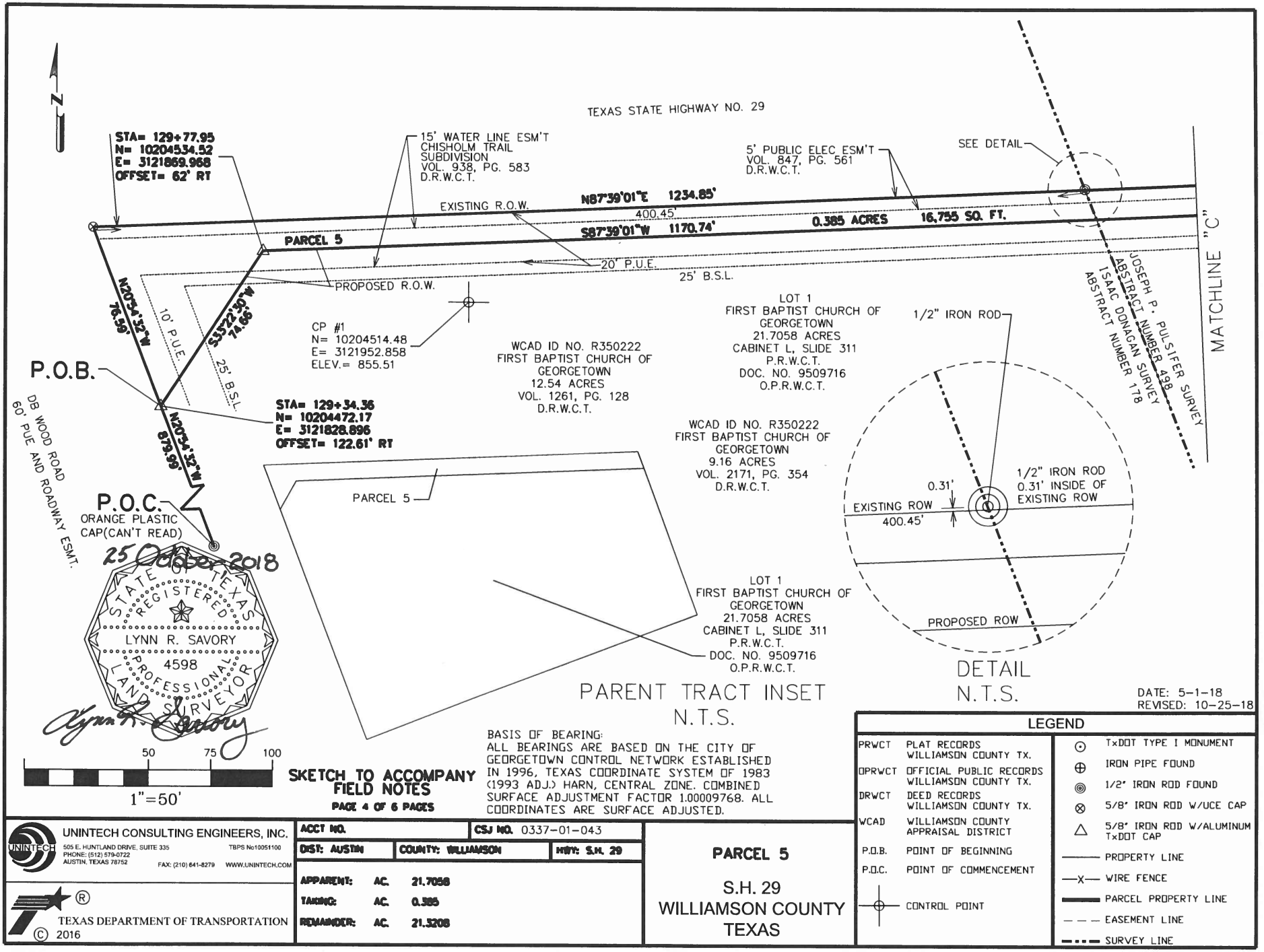
WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 25Th DAY OF OCTOBER, 2018

Lynn R. Savory

LYNN R. SAVORY, R.P.L.S.
STATE OF TEXAS NO. 4598

10/25/18
STATE OF TEXAS REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Unintech Consulting Engineers
505 E. Huntland Drive, Suite 335
Austin, Texas 78752



PARENT TRACT INSET
N.T.S.

DETAIL
N.T.S.

BASIS OF BEARING:
ALL BEARINGS ARE BASED ON THE CITY OF GEORGETOWN CONTROL NETWORK ESTABLISHED IN 1996, TEXAS COORDINATE SYSTEM OF 1983 (1993 ADJ.) HARN, CENTRAL ZONE. COMBINED SURFACE ADJUSTMENT FACTOR 1.00009768. ALL COORDINATES ARE SURFACE ADJUSTED.

SKETCH TO ACCOMPANY FIELD NOTES

PAGE 4 OF 6 PAGES

DATE: 5-1-18
REVISED: 10-25-18

LEGEND

PRWCT	PLAT RECORDS WILLIAMSON COUNTY TX.
OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TX.
DRWCT	DEED RECORDS WILLIAMSON COUNTY TX.
WCAD	WILLIAMSON COUNTY APPRAISAL DISTRICT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	CONTROL POINT
	TxDOT TYPE I MONUMENT
	IRON PIPE FOUND
	1/2" IRON ROD FOUND
	5/8" IRON ROD W/UCE CAP
	5/8" IRON ROD W/ALUMINUM TxDOT CAP
	PROPERTY LINE
	WIRE FENCE
	PARCEL PROPERTY LINE
	EASEMENT LINE
	SURVEY LINE

UNINTECH CONSULTING ENGINEERS, INC.
505 E. HUNTLAND DRIVE, SUITE 335
AUSTIN, TEXAS 78752
PHONE: (512) 579-0722
FAX: (210) 641-8279
TBPS No10051100
WWW.UNINTECH.COM

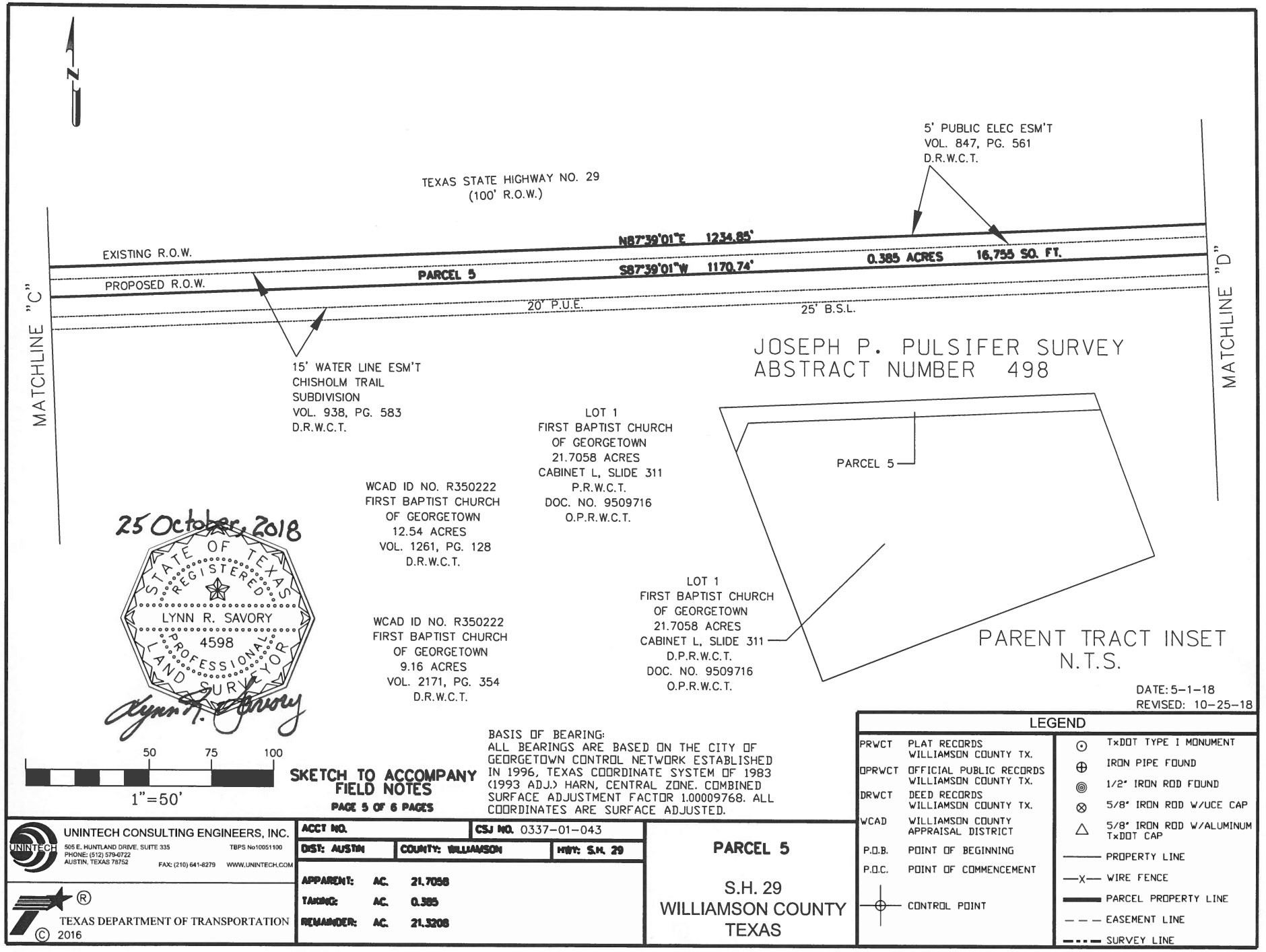
TEXAS DEPARTMENT OF TRANSPORTATION

© 2016

ACCT NO.		CSJ NO. 0337-01-043	
DIST: AUSTIN	COUNTY: WILLIAMSON		HWY: S.H. 29
APPARENT:	AC.	21.7058	
TAKING:	AC.	0.385	
REMAINDER:	AC.	21.3208	

PARCEL 5

S.H. 29
WILLIAMSON COUNTY
TEXAS



25 October, 2018

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Lynn R. Savory

DATE: 5-1-18
REVISED: 10-25-18

50 75 100
1"=50'

SKETCH TO ACCOMPANY FIELD NOTES
PAGE 5 OF 6 PAGES

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ALL BEARINGS ARE BASED ON THE CITY OF GEORGETOWN CONTROL NETWORK ESTABLISHED IN 1996, TEXAS COORDINATE SYSTEM OF 1983 (1993 ADJ.) HARN, CENTRAL ZONE. COMBINED SURFACE ADJUSTMENT FACTOR 1.00009768. ALL COORDINATES ARE SURFACE ADJUSTED.

LEGEND

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	IRON PIPE FOUND
	1/2" IRON ROD FOUND
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	PROPERTY LINE
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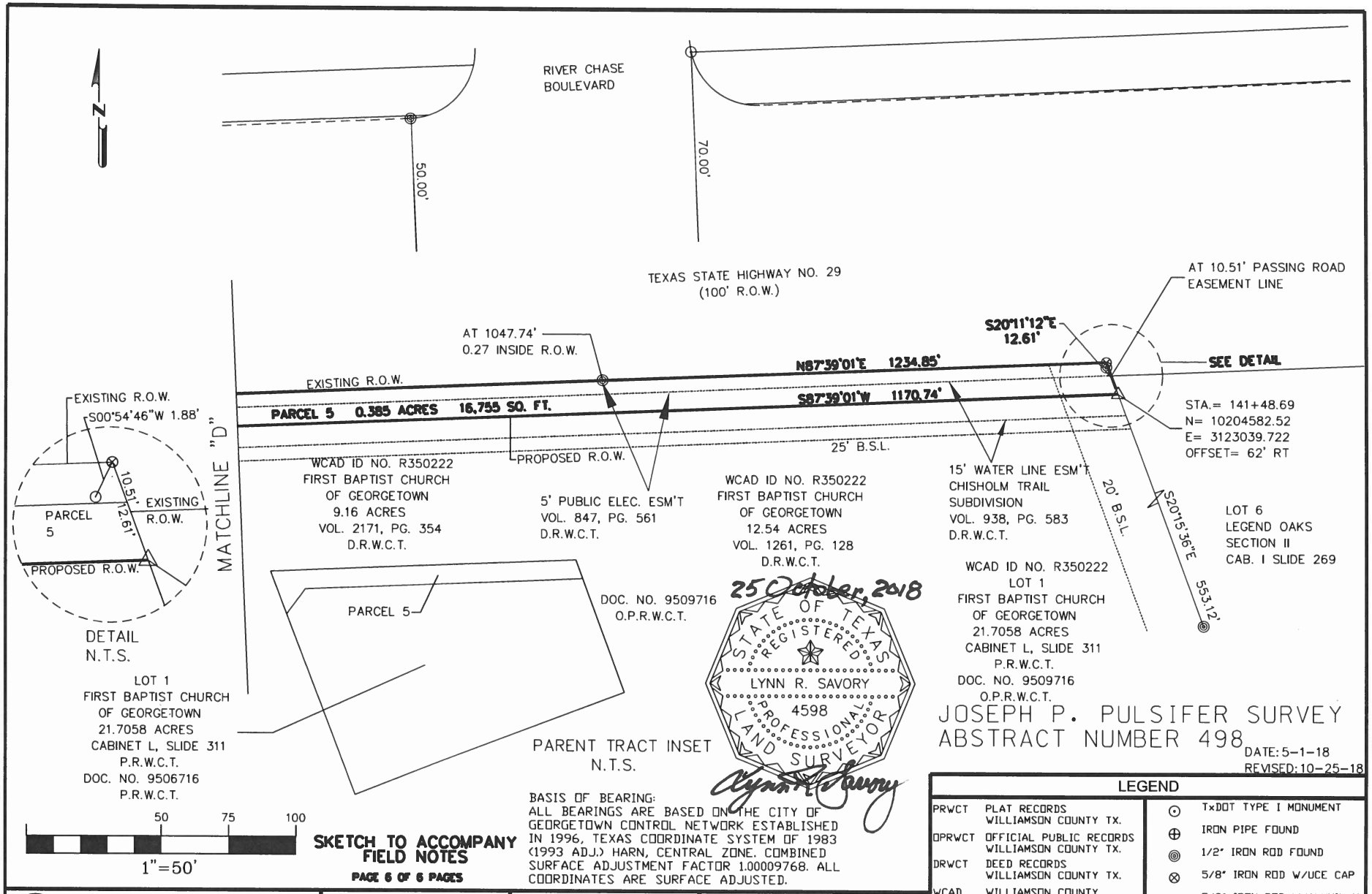
TEXAS DEPARTMENT OF TRANSPORTATION

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PARCEL 5

S.H. 29
WILLIAMSON COUNTY
TEXAS



JOSEPH P. PULSIFER SURVEY
ABSTRACT NUMBER 498

DATE: 5-1-18
REVISED: 10-25-18

SKETCH TO ACCOMPANY FIELD NOTES
PAGE 6 OF 6 PAGES

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	PROPERTY LINE
—X—	WIRE FENCE
	PARCEL PROPERTY LINE
	EASEMENT LINE
	SURVEY LINE

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WWW.UNINTECH.COM

TEXAS DEPARTMENT OF TRANSPORTATION

© 2016

ACCT NO.		CSJ NO. 0337-01-043	
DIST: AUSTIN	COUNTY: WILLIAMSON		HWY: S.H. 29
APPARENT:	AC.	21.7058	
TAKING:	AC.	0.385	
REMAINDER:	AC.	21.3208	

PARCEL 5

S.H. 29
WILLIAMSON COUNTY
TEXAS

Commissioners Court - Regular Session **46.**

Meeting Date: 02/23/2021

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
v) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Potential governmental uses for 8th Street downtown parking lot
c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd

and 4th Streets. (formerly occupied by WCCHD)

d) Discuss property usage at Longhorn Junction

e) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

f) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2021 10:11 AM
Form Started By: Charlie Crossfield		Started On: 02/11/2021 09:41 AM
Final Approval Date: 02/11/2021		

Commissioners Court - Regular Session **47.**

Meeting Date: 02/23/2021

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion
h) Project Arcos
i) Project Woods
j) Project Co-Op
k) Project Liberty
l) Project Long Haul
m) Project Bon Jovi
n) Project Crystal
o) Project Link
p) Project Winston

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

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